ETAS ID: TM315893

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wholesome Sweeteners, Incorporated		08/29/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent	
Street Address:	38 Fountain Square Plaza	
Internal Address:	Fifth Third Center	
City:	Cincinnati	
State/Country:	OHIO	
Postal Code:	45263	
Entity Type:	CORPORATION: OHIO	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1263128	SUCANAT
Registration Number:	3969291	WHOLESOME SWEETENERS
Registration Number:	3992358	WHOLESOME SWEETENERS
Registration Number:	2553299	WHOLESOME SWEETENERS
Registration Number:	2708610	BILLINGTON'S
Registration Number:	2665822	BILLINGTON'S

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348 ipaterso@cscinfo.com Email:

Correspondent Name: Corporation Service Company

1090 Vermont Avenue NW, Suite 430 Address Line 1:

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	280650
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/

TRADEMARK **REEL: 005355 FRAME: 0816**

DATE SIGNED:	09/03/2014	
Total Attachments: 5		
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TRADEMARK REEL: 005355 FRAME: 0817

TRADEMARK COLLATERAL AGREEMENT

This 29 day of August, 2014, Wholesome Sweeteners, Incorporated, a Delaware corporation (the "Debtor") with its principal place of business and mailing address at 14141 Southwest Freeway, Suite 160, Sugar Land, Texas 77478, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Fifth Third Bank, an Ohio banking corporation ("Fifth Third"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "Agent"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement bearing even date herewith between the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, or restated from time to time (the "Security Agreement"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as the Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

3652109.01.06.B.doc 4153409 The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the grant of security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WHOLESOME SWEETENERS, INCORPORATED

By Name JEFF Scios L
Title _______

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, AS AGENT

Name ______Title _____

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WHOLESOME SWEETENERS, INCORPORATED

Ву	
Name	
Title _	

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, AS AGENT

Name Mar Charles

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

FEDERAL TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARKS SUCANAT	REG. NO.	GRANTED 01/03/1984
WHOLESOME SWEETENERS	3969291	05/31/2011
WHOLESOME SWEETENERS WHOLESOME	3992358	07/12/2011
WHOLESOME SWEETENERS WHOLESOME SWEETENERS	2553299	03/26/2002
BILLINGTON'S	2708610	04/22/2003
BILLINGTON'S and Design	2665822	10/01/2002

RECORDED: 09/03/2014

TRADEMARK REEL: 005355 FRAME: 0822