

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316116

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION PAYOFF LETTER		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		09/02/2014	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHOLESOME SWEETENERS, INCORPORATED		
<b>Street Address:</b>	8016 HIGHWAY 90-A		
<b>City:</b>	SUGAR LAND		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77478		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1263128	SUCANAT	
<b>Registration Number:</b>	2553299	WHOLESOME SWEETENERS	
<b>Registration Number:</b>	3969291	WHOLESOME SWEETENERS	
<b>Registration Number:</b>	3992358	WHOLESOME SWEETENERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<i>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.</i>			
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	14025-1		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	09/04/2014		
<b>Total Attachments: 3</b>			

CH \$115.00 1263128

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Wells Fargo Bank, National Association  
Roanoke Loan Center  
7711 Plantation Road, MAC R4058-017  
Roanoke, VA 24019

September 2, 2014

To: Houston RCBO # 2323  
Attn: Joanna Mitchell  
Phone: (713) 273-8513  
  
Payoff Date: August 29, 2014  
Borrower: Wholesome Sweeteners Incorporated  
Obligor/Obligation: 0262647414 / 42

Reference is made to that certain Credit Agreement dated as of April 6, 2012 (the "Credit Agreement"), by and among Wholesome Sweeteners, Incorporated (the "Borrower"), the lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent ("Wells Fargo"). The Borrower has informed Wells Fargo that it intends to obtain credit accommodations from Fifth Third Bank and that the Borrower desires to pay in full all of the outstanding indebtedness owing under the Credit Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Upon receipt of the payoff amount listed below, Wells Fargo will release all liens securing this loan.

Loan Principal Balance	:	\$ [REDACTED]
Accrued Interest	:	\$ [REDACTED]
UCC Termination Fee	:	\$ [REDACTED]
Unused Fees	:	\$ [REDACTED]
<b>TOTAL Payoff Amount</b>	:	<b>\$ [REDACTED]</b>

Interest at the rate of \$ [REDACTED] will accrue per day on the loan from September 2, 2014 to the date the loan payment is received at this office (the "Per Diem Interest Rate").

Collateral securing the loan, if any, will not be released until all obligations secured by the collateral, including any derivative obligations, have been paid in full. This will require the termination of derivative transactions and payment of all amounts due. If a payment is made on the payoff date that is not equal to the actual payoff amount, including the derivative termination

fee, Wells Fargo reserves all rights to collect the entire actual payoff amount, including the derivative termination fee, prior to releasing any collateral.

Please Wire Funds to: Wells Fargo Bank, N.A.

ABA#	[REDACTED]
Acct. #	[REDACTED]
Ref:	Wholesome Sweeteners Incorporated
Loan/Obligor #	0262647414
Obligation #	42
Assigned Unit #	0002323

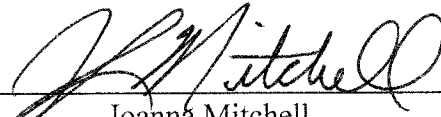
Collected funds (wire) must be received by 5:00 P.M. EST in order to be credited on said business day. Funds received after 5:00 P.M. EST will be credited to the next business day, which will increase the payoff amount at the Per Diem Interest Rate noted above and possibly change the derivative termination fee and/or prepayment fees. If unable to close as of the date of this letter, the foregoing information may not be applicable.

Wells Fargo hereby agrees that, immediately upon Wells Fargo's receipt of the payoff amount:

1. all outstanding debts, liabilities and obligations of the Borrower to Wells Fargo under the Credit Agreement shall be deemed satisfied in full and the Borrower shall have no remaining obligations to Wells Fargo under the Credit Agreement, except for debts, liabilities and obligations that survive payment of the same or contemplate enforcement after payment, including without limitation obligations under Sections 11.3, 11.7, 11.14 and 11.18 of the Credit Agreement; and
2. Wells Fargo's security interest in any and all property of the Borrower shall automatically and without further action be released, terminated and satisfied provided that (i) Wells Fargo shall retain all security interests and liens provided to it as a depository bank in the Borrower's deposit accounts maintained with Wells Fargo and (ii) Wells Fargo shall be entitled to enforce its rights under Section 11.7 of the Credit Agreement.

Following Wells Fargo's receipt of the payoff amount, the Borrower or its designee is hereby authorized to file any financing statement terminations under the Uniform commercial Code or any other appropriate documentation as may be reasonably necessary to terminate of record any financing statements under the Uniform Commercial Code previously filed by Wells Fargo against Borrower or security agreements granting liens and security interests in the assets of Borrower and/or the Guarantors granted in favor of Wells Fargo. Wells Fargo hereby agrees to promptly provide termination documentation for any intellectual property security filings, Collateral Access Agreements and deposit account control agreements as Borrower reasonably requests, at the sole cost and expense of Borrower.

WELLS FARGO BANK,  
NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Joanna Mitchell  
Title: Senior Vice President

WHOLESOME SWEETENERS,  
INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WSO INVESTMENTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_