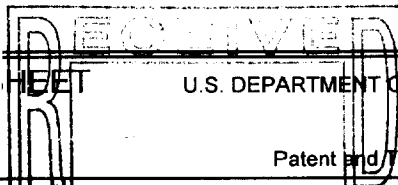


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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

8.26.99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Savannah Foods & Industries, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Ragus Holdings, Inc.
Internal Address: **Attn: Roy Cordes**
Street Address: 8016 Highway 90-A
City: Sugar Land State: TX Zip: 77478

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **March 31, 1998**

4. Application number(s)
A. Trademark Application No.(s)

75/029,707
75/100,493
75/200,657

B. Trademark registration No.(s)

122,345	649,018	914,123
384,568	729,535	970,907
625,576	877,232	980,072

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Attn: IPT Docket Manager**

Internal Address:
Locke Liddell & Sapp LLP

Street Address:
600 Travis Suite 3400

City: Houston State: TX Zip: 77002-3095

08/27/1999 MTHAI1 00000081 75029707

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41) **\$665.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-1322(016962-00002)

(DO NOT attach duplicate copy of this page even if paying by deposit account)

FC:481 40.00 DP
FC:482 625.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

PATRICIA PAQUET
Name of Person Signing

Patricia Paquet
Signature

8-20-99
Date

Total number of pages including cover sheet, attachments and document:

8

ATTACHMENT

TO RECORDATION FORM COVER SHEET

Conveying Party: Savannah Foods & Industries, Inc.

Receiving Party: Ragus Holdings, Inc.

Trademark Registration Nos.

1,658,412

1,669,968

1,697,830

1,719,571

1,822,160

1,835,077

1,836,315

1,906,728

1,963,246

2,070,141

2,155,117

2,168,796

2,181,014

2,204,201

ASSIGNMENT AGREEMENT

BETWEEN

SAVANNAH FOODS & INDUSTRIES, INC.

AND

RAGUS HOLDINGS, INC.

KNOW ALL MEN BY THESE PRESENTS, that on this 31st day of March, 1998, Savannah Foods & Industries, Inc. (the "Assignor") does hereby agree to the following for and in consideration for 250 shares of common stock of Ragus Holdings, Inc., a Delaware corporation (the "Assignee"):

1. Assignment of Trademarks and Tradenames. The Assignor hereby absolutely, irrevocably, and unconditionally assigns, conveys, and transfers to the Assignee all of the Assignor's trademarks and tradenames described in Schedule A attached hereto and made a part hereof.

2. Related Transactions. In connection with the transfers herein described, Holly Sugar Corporation, Savannah Foods Industrial, Inc., and Michigan Sugar Company (the "Related Assignors") are assigning to the Assignee certain trademarks and tradenames owned by each of them and, in exchange therefor, each is receiving 250 shares of common stock of the Assignee. Subsequent to the completion of the assignment herein described and such related assignments, the issuance of a total of 1,000 shares of common stock of the Assignee in exchange therefor, and further subsequent to the Assignee's completion of various studies establishing the values of such assigned trademarks and tradenames, the Assignee understands and acknowledges that the Assignor and the

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Related Assignors will adjust among themselves their holdings of the 1,000 shares of the Assignee's common stock to accurately reflect the relative values of their respective assignments.

3. Representations and Warranties of Assignor. The Assignor does hereby represent and warrant to and covenant with the Assignee as follows:

a. That the Assignor is duly organized and validly existing under and by virtue of the laws of the State of Delaware.

b. That the Assignor has full right and authority to enter into and perform its obligations under this Agreement.

c. That the trademarks and tradenames have not been previously conveyed, sold, transferred or pledged by the Assignor.

4. Representations and Warranties of the Assignee. By executing the Acceptance hereto, the Assignee represents and warrants to and covenants with the Assignor as follows:

a. That the Assignee is duly organized and validly existing under and by virtue of the laws of the State of Delaware.

b. That the Assignee has full right and authority to enter into and perform its obligations under this Agreement.

5. Additional Documents. The Assignor agrees to execute any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of this Agreement to the fullest extent the Assignor may do so without violating or

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being in default under any applicable law or under any other agreement to which the Assignor is a party.

IN WITNESS WHEREOF, the Assignor has executed this Assignment to become effective on this 31st day of March, 1998.

ASSIGNOR:

SAVANNAH FOODS & INDUSTRIES, INC.

LAW DEPARTMENT - APPROVED AS TO FORM

DL

(INITIAL)

By:

David N. Roche

Name: DAVID N. ROCHE

Title: Sr. Vice President

ACCEPTANCE OF ASSIGNMENT

The undersigned, being the Assignee as set forth above, does hereby acknowledge and accept the foregoing Assignment as on March 31, 1998

RAGUS HOLDINGS, INC.

By:

Barbara A. Steen

Name: BARBARA A. STEEN

Title: VICE PRESIDENT & ASSISTANT SECRETARY

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SCHEDULE A

U.S. Registered Trademarks and Tradenames

Name	Serial No.	Reg. No.
Dixie Crystals	71/105441	122345
Quaker	71/435590	384568
White Gold	71/686516	625576
Dixie Crystals	72/4482	649018
Dixie Crystals	72/125624	729535
Ever-Soft-Pak	72/269796	877232
Dixie Crystals	72/357777	914123
Dixie Crystals	72/448121	970907
White Star & Device	72/438097	980072
Sugar Bowl	74/105152	1658412
Sweet Thing & Design	74/115470	1669968
Savannah Gold	74/20583	1697830
Acctamerge	74/122308	1719571
Dixie Crystals & Design	74/366614	1822160
Sweet Thing II	74/381933	1835077
Quick Sugar	74/204821	1836315
Gold 'N Natural	74/451572	1906728
Motech	74/656865	1963246

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U.S. Pending Trademarks and Tradenames

Name	Serial No.	Status
Betech	74/451575	Allowed
Dixie Crystals	74/474503	Allowed
Round The Office	74/490063	Allowed
Smart Controls and Design	74/625848	Allowed
Crystals Quenchers	74/702381	Allowed
Gold'n Natural Logo	75/20222	Published
Crysts Blend	75/29497	Pending
Light 'N Sweet	75/29498	Pending
Healthwise	75/29492	Pending
Easy Flow	75/29491	Allowed
Easy Sweet	75/29493	Pending
Sweet Flow	75/72357	Published
Quick 'N Sweet	75/29708	Pending
Sweet 'N Easy	75/29707	Pending
Sweet 'N Healthy	75/30123	Pending
Sweet 'N Simple	75/30124	Pending
Sweet 'N Sweet	75/46552	Pending
Sweet 'NZ	75/30128	Pending
Savannah Molasses and Design	75/47875	Pending
Duet	75/100318	Published
Dixie Crystals Duet	75/100493	Pending
Sweet Land	75/200657	Pending

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FOREIGN TRADEMARKS AND TRADENAMES

Country	Name	Ser. No.	Reg. No.
Canada	Colonial	672041	394880
Canada	Pioneer	672042	394881
Mexico	A Sweet Taste of the Sun	4133	12010
Mexico	Dixie Crystals	228036	488661
Mexico	Evercane	228035	488660
Mexico	Pioneer	228039	488662

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004138.0121