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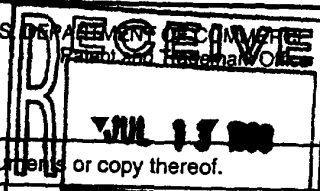
07-15-1998

OMB No. 0651-0011 (exp. 4/94)



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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100764366

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Favorite Brands International Holding Corp.

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

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 19, 1998

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York Banking Organization

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SCHEDULE 6

Additional numbers attached? Yes No

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

Name: Anthony F. Lo Cicero, Esq.

Internal Address: _____

AMSTER, ROHSTEIN & EBENSTEIN

Street Address: 90 Park Avenue

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: _____

155

7. Total fee (37 CFR 3.41).....\$ 3,880.00 E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-1785

(Attach duplicate copy of this page if payment by deposit account)

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.

Anthony F. Lo Cicero
Name of Person Signing

Signature

9 10, 1998
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

REEL: 1753 FRAME: 0591

07/14/98 174 463
01 F3461
02 F3462

ADDITIONAL CONVEYING PARTIES

FAVORITE BRANDS INTERNATIONAL, INC.
25 TRI STATE INTERNATIONAL
SUITE 400
LINCOLNSHIRE, IL 60069

TROLLI, INC.
7951 SW 6TH STREET
PLANTATION, FL 33324

SATHER TRUCKING CORPORATION
25 TRI STATE INTERNATIONAL
SUITE 400
LINCOLNSHIRE, IL 60069

Country List

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
AMERICA'S BEST SPECIALTY FOODS	FBI	Pending	0001	75/374,100	16-Oct-97				LPS
Owner: Favorite Brands International			Classes: 30						
AMERICA'S FAVORITE BRANDS	FBI	Pending	0002	75/367814	03-Oct-97				LPS
Owner: Favorite Brands International			Classes: 30						
AMERICA'S FAVORITE SINCE (DESIGN)	FBI	Registered	0006	75/144931	05-Aug-96	2,119,233	09-Dec-97	09-Dec-07	LJN
Owner: Favorite Brands International			Classes: 30						
BASKET BUDDIES	FAR	Registered	0148	74/160,286	24-Apr-91	1,714,710	08-Sep-92	08-Sep-02	
Owner: Favorite Brands International			Classes: 30						
BASKET BUNCH	FAR	Published	0298	75/229,624	22-Jan-97				
Owner: Favorite Brands International			Classes: 30						
BAT EYES	SAT	Registered	0085	75/014,677	03-Nov-95	2,082,280	22-Jul-97	22-Jul-07	
Owner: Favorite Brands International			Classes: 30						
BEAN BALLS	FAR	Registered	0149	74/121,873	10-Dec-90	1,693,402	09-Jun-92	09-Jun-02	
Owner: Favorite Brands International			Classes: 30						
BOOMALLOWS	FBI	Registered	0003	74/570,410	15-Sep-94	2,003,513	24-Sep-96	24-Sep-06	
Owner: Favorite Brands International			Classes: 30						

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BUNNYMALLOWS Owner: Favorite Brands International	FBI	Registered	0005 Classes: 30	74/300,392	31-Jul-92	1,796,041	28-Sep-93	28-Sep-03	
BUNNYMALLOWS AND DESIGN Owner: Favorite Brands International	FBI	Registered	0004 Classes: 30	74/343,230	09-Dec-92	1,854,275	13-Sep-94	13-Sep-04	
BUNTE (AND DESIGN) Owner: Favorite Brands International	FAR	Registered	0150 Classes: 30	75/224,914	04-Aug-65	811,444	19-Jul-66	19-Jul-06	
BUNTE (STYLIZED) Owner: Favorite Brands International	FAR	Registered	0151 Classes: 30	73/060,684	18-Aug-75	1,041,428	15-Jun-76	15-Jun-06	
BUNTE CHOP STIX (STYLIZED) Owner: Favorite Brands International	FAR	Registered	0159 Classes: 30	72/238,041	04-Feb-66	829,872	06-Jun-67	06-Jun-07	
BURNING MAD FIRE ANTS Owner: Favorite Brands International	FAR	Registered	0160 Classes: 30	74/028,709	13-Feb-90	1,719,557	22-Sep-92	22-Sep-02	
CANDI-STAND Owner: Favorite Brands International	DAE	Registered	0278 Classes: 30	74/635,905	17-Feb-95	2,044,536	11-Mar-97	11-Mar-07	
CANDY CARNIVAL Owner: Favorite Brands International	DAE	Registered	0326 Classes: 30	74/674,605	16-May-95	1,978,189	04-Jun-96	04-Jun-06	LPS

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CANDY KIDS Owner: Favorite Brands International	FAR	Registered	0161 Classes: 30	72/162,461	11-Feb-63	761,029	03-Dec-63	03-Dec-03	
CARAMEL CREAMS Owner: THIRD PARTY OWNER	FBI	LICENSE	0339						LPS
CATCH OF THE DAY Owner: Favorite Brands International	DAE	Registered	0062 Classes: 30	75/076,638	21-Mar-96	2,145,204	17-Mar-98	17-Mar-08	
CEMETERY SOURS Owner: Favorite Brands International	FAR	Pending	0314 Classes: 30	75/431,002	05-Feb-98				LPS
CHAMPAGNE MIX Owner: Favorite Brands International	SAT	Registered	0136 Classes: 30	74/570,077	06-Sep-94	1,918,231	12-Sep-95	12-Sep-05	
CHERRY CRUSH (AND DESIGN) Owner: Favorite Brands International	FAR	Registered	0163 Classes: 30	71/138,812	26-Oct-20	142,656	17-May-21	17-May-01	
CHEWY MIX Owner: Favorite Brands International	SAT	Pending	0076 Classes: 30	75/152,179	19-Aug-96				
CHOC-O-BUTTONS Owner: Favorite Brands International	FAR	Registered	0164 Classes: 30	469,463	09-Mar-84	1,323,575	05-Mar-85	05-Mar-05	

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHOC-O-PEANUTS Owner: Favorite Brands International	FAR	Registered	0165 Classes: 30	471,518	22-Mar-84	1,353,124	06-Aug-85	06-Aug-05	
CHOCOLATE FAVORITES Owner: Favorite Brands International	FBI	Published	0007 Classes: 30	75/363933	26-Sep-97				
CHRISTMAS LIGHTS Owner: Favorite Brands International	SAT	Registered	0090 Classes: 30	75/051,588	01-Feb-96	2,109,740	28-Oct-97	28-Oct-07	
CLEARLY FRUIT Owner: THIRD PARTY OWNER	FAR	LICENSE	0317 Classes: 30						LPS
CLEARLY MINT Owner: Favorite Brands International	FAR	Registered	0166 Classes: 30	74/384,197	27-Apr-93	1,906,722	18-Jul-95	18-Jul-05	
COUNTRY CREAMS Owner: Favorite Brands International	SAT	Registered	0071 Classes: 30	75/076,092	21-Mar-96	2,122,256	16-Dec-97	16-Dec-07	
CRAZY SEA CREATURES Owner: Favorite Brands International	FAR	Registered	0169 Classes: 30	74/040,036	19-Mar-90	1,698,465	30-Jun-92	30-Jun-02	
CREEPY CRAWLERS Owner: THIRD PARTY OWNER	FBI	LICENSE	0318 Classes: 30						LPS

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CUPID'S TREATS	SAT	Registered	0069	75/014,676	03-Nov-95	2,148,092	31-Mar-98	31-Mar-08	
Owner: Favorite Brands International			Classes: 30						
DAE JULIE	DAE	Registered	0331	73/681,697	31-Aug-87	1,488,734	17-May-88	17-May-08	LPS
Owner: Favorite Brands International			Classes: 30						
DARLIN MARLIN	DAE	Registered	0065	75/031,768	13-Dec-95	2,072,775	17-Jun-97	17-Jun-07	
Owner: Favorite Brands International			Classes: 30						
DIANA	FAR	Registered	0170	71/066,961	18-Nov-12	104,316	18-May-15	18-May-15	
Owner: Favorite Brands International			Classes: 30						
EGG-CELLENT BUBBLES	SAT	Published	0078	75/270,656	08-Apr-97				
Owner: Favorite Brands International			Classes: 30						
FARLEY SELECT	FAR	Registered	0171	74/414,502	19-Jul-93	1,906,725	18-Jul-95	18-Jul-05	
Owner: Favorite Brands International			Classes: 30						
FARLEY'S	FAR	Registered	0172	33,910	07-Oct-74	1,044,334	20-Jul-76	20-Jul-06	
Owner: Favorite Brands International			Classes: 30						
FARLEY'S	FAR	Pending	0332	75/414,698	07-Jan-98				LPS
Owner: Farley's Candy			Classes: 29						

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S (STYLIZED)	FBI	Pending	0152	75/415,314	08-Jan-98				LPS
Owner: Favorite Brands International Classes: 30									
FARLEY'S (STYLIZED)	FBI	Pending	0153	75/414,698	07-Jan-98				LPS
Owner: Favorite Brands International Classes: 29									
FARLEY'S AMERICAN FRUIT	FAR	Pending	0300	75/229,623	22-Jan-97				
Owner: Favorite Brands International Classes: 30									
FARLEY'S DESIGN MARK	FBI	Unfiled	0008						
Owner: Favorite Brands International Classes: 29, 30									
FARLEY'S SCARY FRUIT SNACKS (AND DESIGN)	FAR	Registered	0174	74/201,059	06-Sep-91	1,710,259	25-Aug-92	25-Aug-02	
Owner: Favorite Brands International Classes: 30									
FARLEY'S ZESTY CHIPS 'N STIX	FAR	Registered	0175	74/194,637	14-Aug-91	1,750,297	02-Feb-93	02-Feb-03	
Owner: Favorite Brands International Classes: 30									
FAVORITE BRANDS INTERNATIONAL	FBI	Published	0011	74/719,492	23-Aug-95				
Owner: Favorite Brands International Classes: 30									
FBI AND DESIGN	FBI	Published	0009	75/077,433	22-Mar-96				
Owner: Favorite Brands International Classes: 30									

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FRUIT FUNNIES Owner: Favorite Brands International	FAR	Registered	0176 Classes: 30	74/372,245	26-Mar-93	1,851,833	30-Aug-94	30-Aug-04	
FRUIT SNACK FARLEY Owner: Favorite Brands International	FAR	Registered	0177 Classes: 30	74/438,352	21-Sep-93	1,903,690	04-Jul-95	04-Jul-05	
FUDGIES Owner: Favorite Brands International	FBI	Registered	0013 Classes: 30	74/416,351	22-Jul-93	1,920,004	19-Sep-95	19-Sep-05	
FUN YOU CAN EAT Owner: Favorite Brands International	FBI	Published	0016 Classes: 30	75/217,335	23-Dec-96				
FUNMALLOWES Owner: Favorite Brands International	FBI	Registered	0015 Classes: 30	74/169,425	17-May-91	1,689,205	26-May-92	26-May-02	
GLISTENS Owner: Favorite Brands International	FAR	Registered	0179 Classes: 30	74/160,287	24-Apr-91	1,770,848	11-May-93	11-May-03	
GOLD EDITION Owner: Favorite Brands International	FAR	Registered	0184 Classes: 30	74/623,662	20-Jan-95	1,942,778	19-Dec-95	19-Dec-05	
GUMMALLOS Owner: Favorite Brands International	DAE	Registered	0060 Classes: 30	75/140,311	26-May-96	2,127,831	06-Jan-98	06-Jan-08	

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
HAND-ME-OUTS	FAR	Registered	0181 Classes: 30	74/522,502	05-May-94	1,888,726	11-Apr-95	11-Apr-05	
Owner: Favorite Brands International									
HEADSTONES	SAT	Registered	0086 Classes: 30	75/014,675	03-Nov-95	2,084,754	29-Jul-97	29-Jul-07	
Owner: Favorite Brands International									
HEAVENLY CONFECTIONS	FAR	Registered	0180 Classes: 30	74/376,260	02-Apr-93	1,894,669	16-May-95	16-May-05	
Owner: Favorite Brands International									
HEAVENLY CONFECTIONS AND DESIGN	FBI	Published	0345 Classes: 30	75/289,143	09-May-97				LPS
Owner: Favorite Brands International									
HOLIDAY CREMES	FBI	Pending	0292 Classes: 30		28-Apr-98				LPS
Owner: Favorite Brands International									
HOLIDAY MALLOWES	FBI	Registered	0018 Classes: 30	74/371,807	25-Mar-93	1,893,709	09-May-95	09-May-05	
Owner: Favorite Brands International									
HOLIDAY MALLOWES AND DESIGN	FBI	Registered	0019 Classes: 30	74/476,708	05-Jan-94	1,868,504	20-Dec-94	20-Dec-04	
Owner: Favorite Brands International									
HOLLY JOLLY	FBI	Pending	0333 Classes: 29	75/466,325	10-Apr-98				LPS
Owner: Favorite Brands International									

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ITSY BITSY Owner: Favorite Brands International	FAR	Registered	0185 Classes: 30	74/563,204	15-Aug-94	1,967,803	16-Apr-96	16-Apr-06	
JELLY BELLS Owner: Favorite Brands International	FBI	Pending	0289 Classes: 30		28-Apr-98				LPS
JELLY WREATHS Owner: Favorite Brands International	FBI	Pending	0294 Classes: 30		28-Apr-98				LPS
JENNIE LEE (STYLIZED) Owner: Favorite Brands International	FAR	Registered	0182 Classes: 30	71/622,701	15-Mar-54	609,223	19-Jul-55	19-Jul-05	
JET-PUFFED Owner: Favorite Brands International	FBI	Registered	0020 Classes: 30	74/168,126	17-May-91	1,729,650	03-Nov-92	03-Nov-02	
JETS Owner: Favorite Brands International	FBI	Pending	0021 Classes: 30	74/636635	21-Feb-95				
JEWELS & GEMS Owner: Favorite Brands International	SAT	Registered	0080 Classes: 30	74/696,991	03-Jul-95	2,063,909	20-May-97	20-May-07	
KIDD'S AND DESIGN Owner: Favorite Brands International	FBI	Registered	0022 Classes: 30	74/277883	22-May-92	1,744,722	05-Jan-93	05-Jan-03	

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
KITCHEN DELIGHT	SAT	Registered	0120	73/127,944	25-May-77	1,091,937	23-May-78	23-May-08	
Owner: Favorite Brands International Classes: 30									
KITCHEN FRESH (AND DESIGN)	SAT	Registered	0107	73/060,843	19-Aug-75	1,119,369	29-May-79	29-May-99	
Owner: Favorite Brands International Classes: 30									
KOOKY SPOOKS	SAT	Registered	0077	75/270,757	08-Apr-97	2,134,574	03-Feb-98	03-Feb-08	
Owner: Favorite Brands International Classes: 30									
KWAZY WABBITS	SAT	Pending	0311	75/430,138	06-Feb-98				LPS
Owner: Favorite Brands International									
LIQUIDATORS	FBI	Pending	0337	75/466,785	10-Apr-98				LPS
Owner: Favorite Brands International									
LOTS' A POPS	FBI	Pending	0023	75/368976	06-Oct-97				
Owner: Favorite Brands International									
LOUD TROUT	DAE	Registered	0066	75/032,015	13-Dec-95	2,072,776	17-Jun-97	17-Jun-07	
Owner: Favorite Brands International									
MAKE IT JET-PUFFED PERFECT	FBI	Published	0025	75/364532	29-Sep-97				
Owner: Favorite Brands International Classes: 30									

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
MALLOW MANIA	FBI	Published	0026 Classes: 30	75/221,770	06-Jan-97				
Owner: Favorite Brands International									
MARSHMALLOW ZANY SNACKS	FBI	Published	0027 Classes: 30	75/233,114	29-Jan-97				
Owner: Favorite Brands International									
MEGAMONSTER ROLL	FBI	Published	0024 Classes: 29	75/278,908	22-Apr-97				
Owner: Favorite Brands International									
MISCELLANEOUS DESIGN (JUMPING KANGAROO)	SAT	Registered	0084 Classes: 30	75/014,536	03-Nov-95	2,098,139	16-Sep-97	16-Sep-07	
Owner: Favorite Brands International									
MVP SPORTS	FBI	Pending	0157 Classes: 29	75/427754	02-Feb-98				LPS
Owner: Favorite Brands International									
NATURE'S TREASURE	FAR	Registered	0187 Classes: 29, 30	73/414,425	22-Feb-83	1,315,951	22-Jan-85	22-Jan-05	
Owner: Favorite Brands International									
NOTHING NIBBLES NICER	FAR	Registered	0189 Classes: 30	226,409	25-Aug-65	818,060	01-Nov-66	01-Nov-06	
Owner: Favorite Brands International									
ORIGINAL JET-PUFFED MARSHMALLOWS (& DESIGN)	FBI	Pending	0315 Classes: 30	75/435,937	17-Feb-98				LPS
Owner: Favorite Brands International									

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
OUTDOORSMAN'S FAVORITE	FAR	Registered	0190	74/673,072	12-May-95	2,089,639	19-Aug-97	19-Aug-07	
Owner: Favorite Brands International			Classes: 29, 30						
PARROT POPS	SAT	Registered	0088	75/051,711	01-Feb-96	2,109,741	28-Oct-97	28-Oct-07	
Owner: Favorite Brands International			Classes: 30						
PEACHY PENGUINS	FBI	Pending	0028	75/402,648	09-Dec-97				
Owner: Favorite Brands International			Classes: 30						
PIPPIN (STYLIZED)	FAR	Registered	0192	71/484,664	25-Sep-47	504,892	21-Dec-48	21-Dec-08	
Owner: Favorite Brands International			Classes: 30						
POWER FRUIT	FAR	Registered	0193	74/398,224	02-Jun-93	1,931,956	31-Oct-95	31-Oct-05	
Owner: Favorite Brands International			Classes: 29						
POWER RANGERS IN SPACE	FBI	LICENSE	0319						LPS
Owner: THIRD PARTY OWNER			Classes: 30						
PUCKER PUSS	FAR	Registered	0194	74/224,694	25-Nov-91	1,829,930	05-Apr-94	05-Apr-04	
Owner: Favorite Brands International			Classes: 30						
REALLY NATURALS	FAR	Registered	0303	216,980	24-May-79	1,146,263	20-Jan-81	20-Jan-01	
Owner: Favorite Brands International			Classes: 30						

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
REALLY NATURALS (AND DESIGN)	FAR	Registered	0195	73/442,897	08-Sep-83	1,342,931	18-Jun-85		
Owner: Favorite Brands International			Classes: 29, 30						
RUGRATS	FBI	LICENSE	0320						LPS
Owner: THIRD PARTY OWNER			Classes: 30						
SANTA BUTTONS	SAT	Pending	0079	75/271,378	08-Apr-97				
Owner: Favorite Brands International			Classes: 30						
SANTA'S STOCKINGS	SAT	Registered	0087	75/051,714	01-Feb-96	2,109,742	28-Oct-97	28-Oct-07	
Owner: Favorite Brands International			Classes: 30						
SATHERS	SAT	Registered	0116	266,394	10-Mar-67	846,765	26-Mar-68	26-Mar-08	
Owner: Favorite Brands International			Classes: 29, 30						
SATHERS	SAT	Registered	0117	654,855	13-Apr-87	1,514,739	29-Nov-88	29-Nov-98	
Owner: Favorite Brands International			Classes: 29						
SATHERS	SAT	Registered	0118	73/729,275	19-May-88	1,522,815	31-Jan-89	31-Jan-99	
Owner: Favorite Brands International			Classes: 30						
SCARY (STYLIZED)	FBI	Pending	0281	75/435,941	17-Feb-98				LPS
Owner: Favorite Brands International			Classes: 30						

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
SCARY GUMMIE CREATURES Owner: Favorite Brands International	FBI	Pending	0284 Classes: 30	75/431,261	05-Feb-98				LPS
SHARK WAVE Owner: Favorite Brands International	FAR	Published	0302 Classes: 29	75/284,858	01-May-97				
SHIMEREES Owner: Favorite Brands International	SAT	Registered	0125 Classes: 30	73/613,447	07-Aug-86	1,438,665	05-May-87	05-May-07	
SIDEWINDERS Owner: Favorite Brands International	FBI	Pending	0291 Classes: 30	75/435,437	17-Feb-98				LPS
SNACKS TO GO Owner: Favorite Brands International	SAT	Registered	0140 Classes: 29	74/710,401	03-Aug-95	2,026,565	31-Dec-96	31-Dec-06	
SNIPPITS Owner: Favorite Brands International	SAT	Registered	0147 Classes: 30	73/613,731	08-Aug-86	1,436,590	14-Apr-87	14-Apr-07	
SOFTEE TOFFEE Owner: Favorite Brands International	FBI	Published	0029 Classes: 30	75/068,222	06-Mar-96				
SONIC BOOM Owner: Favorite Brands International	SAT	Registered	0098 Classes: 30	74/450,760	20-Oct-93	1,874,795	17-Jan-95	17-Jan-05	

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
SONIC BOOM POPS	SAT	Registered	0068 Classes: 30	75/014,679	03-Nov-95	2,134,852	03-Feb-98	03-Feb-08	
Owner: Favorite Brands International									
SOUR PALS	DAE	Published	0063 Classes: 30	75/116,887	10-Jun-96				
Owner: Favorite Brands International									
STARMALLOWS	FBI	Registered	0031 Classes: 30	75/152,851	19-Aug-96	2,065,281	27-May-97	27-May-07	
Owner: Favorite Brands International									
STARMALLOWS AND DESIGN	FBI	Registered	0030 Classes: 30	75/068,221	06-Mar-96	2,054,682	22-Apr-97	22-Apr-07	
Owner: Favorite Brands International									
STOVE (DESIGN ONLY)	SAT	Registered	0122 Classes: 30	73/275,189	22-Aug-80	1,199,761	29-Jun-82	29-Jun-02	
Owner: Favorite Brands International									
STREET SHARKS	FBI	LICENSE	0323 Classes: 30						LPS
Owner: THIRD PARTY OWNER									
SUPER JELLIES	FAR	Registered	0196 Classes: 30	72/312,180	14-Nov-68	886,545	17-Feb-70	17-Feb-00	
Owner: Favorite Brands International									
SWEET CHOICE	FAR	Registered	0198 Classes: 30	73/825,040	13-Sep-89	1,608,414	31-Jul-90	31-Jul-00	
Owner: Favorite Brands International									

Country List

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
SWEET INCLUSIONS	FBI	Pending	0032	75/321,451	09-Jul-97				
Owner: Favorite Brands International			Classes: 30						
TANG-A-ROO TAILS	SAT	Registered	0143	74/715,622	15-Aug-95	2,093,504	02-Sep-97	02-Sep-07	
Owner: Favorite Brands International			Classes: 30						
TANG-A-ROO TARTS	SAT	Registered	0081	74/715,970	31-Jul-95	2,082,155	22-Jul-97	22-Jul-07	
Owner: Favorite Brands International			Classes: 30						
TANG-A-ROOS	SAT	Registered	0102	74/023,867	29-Jan-90	1,620,242	30-Oct-90	30-Oct-00	
Owner: Favorite Brands International			Classes: 30						
TANGY FRUITS	SAT	Published	0144	74/564,574	23-Aug-94				
Owner: Favorite Brands International			Classes: 30						
TARTINES	FAR	Registered	0199	72/254,112	09-Sep-66	847,103	02-Apr-68	02-Apr-08	
Owner: Favorite Brands International			Classes: 30						
TASTE T SWEET (AND DESIGN)	FAR	Registered	0200	407,651	29-Dec-82	1,299,752	09-Oct-84	09-Oct-04	
Owner: Favorite Brands International			Classes: 30						
TEENAGE MUTANT NINJA TURTLES	FBI	LICENSE	0321						LPS
Owner: THIRD PARTY OWNER			Classes: 30						

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
THE NATIONAL VALUE LINE	SAT	Registered	0096	74/431,236	02-Sep-93	1,840,754	21-Jun-94	21-Jun-04	
Owner: Favorite Brands International			Classes: 30						
THE ROLL	FAR	Registered	0201	74/518,328	28-Apr-94	1,900,238	13-Jun-95	13-Jun-05	
Owner: Favorite Brands International			Classes: 29						
TONGUE TORCHERS	SAT	Registered	0083	74/715,844	15-Aug-95	2,077,983	08-Jul-97	08-Jul-07	
Owner: Favorite Brands International			Classes: 30						
TRADING HEARTS	FAR	Registered	0202	74/409,199	30-Jun-93	1,879,296	14-Feb-95	14-Feb-05	
Owner: Favorite Brands International			Classes: 30						
TROLL	FAR	Registered	0203	74/394,415	25-May-93	2,076,644	08-Jul-97	08-Jul-07	
Owner: Favorite Brands International			Classes: 29						
TROLL (AND DESIGN)	FAR	Registered	0204	74/394,777	25-May-93	2,053,732	22-Apr-97	22-Apr-07	
Owner: Favorite Brands International			Classes: 30						
TROLL LOLLYPOPS	FAR	Registered	0205	74/317,904	28-Sep-92	1,922,275	26-Sep-95	26-Sep-05	
Owner: Favorite Brands International			Classes: 30						
TROLL POP	FAR	Registered	0206	74/315,165	11-Sep-92	1,922,274	26-Sep-95	26-Sep-05	
Owner: Favorite Brands International			Classes: 30						

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Country List

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Country:	US	United States of America	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark											
TROLL POPS	FAR	LICENSE	0322								LPS
Owner: THIRD PARTY OWNER			Classes: 30								
TROLL SUCKERS	FAR	Registered	0207		74/317,905	28-Sep-92	1,922,276	26-Sep-95	26-Sep-05		
Owner: Favorite Brands International			Classes: 30								
VAMPIRE TEETH	SAT	Registered	0089		75/051,715	01-Feb-96	2,098,223	16-Sep-97	16-Sep-07		
Owner: Favorite Brands International			Classes: 30								
WATERMELON PIGS	DAE	Published	0061		74/656,138	05-Apr-95					
Owner: Favorite Brands International			Classes: 30								
WHOLESOME PLEASURES	SAT	Published	0072		75/976,973	22-Mar-96					
Owner: Favorite Brands International			Classes: 30								
WHOLESOME PLEASURES	SAT	Published	0073		75/088,749	22-Mar-96					
Owner: Favorite Brands International			Classes: 29								
WORLD'S GREATEST GUMMIES	DAE	Registered	0329		74/675,434	17-May-95	2,039,759	25-Feb-97	25-Feb-07	LPS	
Owner: Favorite Brands International			Classes: 30								
WRAPPLES	FBI	Published	0033		75/037,785	27-Dec-95					LPS
Owner: Favorite Brands International			Classes: 30								

Country List

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
YOU'VE NEVER TASTED SO MUCH FUN	FAR	Registered	0208	74/424,126	13-Aug-93	1,949,387	16-Jan-96	16-Jan-06	
Owner: Favorite Brands International			Classes: 29, 30						
YULETIDE MIX	FBI	Pending	0296		28-Apr-98				LPS
Owner: Favorite Brands International			Classes: 30						
YUMMY GUMMIES	DAE	Registered	0325	74/462,897	24-Nov-93	1,861,097	01-Nov-94	01-Nov-04	LPS
Owner: Favorite Brands International			Classes: 30						
ZAP AN APPLE	FBI	Pending	0034	75/412401	29-Dec-97				
Owner: Favorite Brands International			Classes: 30						
ZESTIX	SAT	Published	0070	75/080,426	21-Mar-96				
Owner: Favorite Brands International			Classes: 30						

GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of May 19, 1998, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of May 19, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Favorite Brands International Holding Corp. ("Holdings"), Favorite Brands International, Inc. (the "Borrower"), Bank of America National Trust and Savings Association, as documentation agent for the Lenders (in such capacity, the "Documentation Agent") and as co-syndication agent (in such capacity, a "Co-Syndication Agent"), the Lenders and The Chase Manhattan Bank, as Administrative Agent and as co-syndication agent (in such capacity, a "Co-Syndication Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Documents, Equipment, Farm Products, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Account Bank": any financial institution serving in the capacity of agent for the Administrative Agent under any Collection Deposit Account Agreement.

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and reimbursement obligations in respect of Letters of Credit and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and such reimbursement obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Administrative Agent or any Lender (and, in the case of any Lender Hedge Agreement, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit, any Lender Hedge Agreement or any other document made, delivered or given in connection with any of the foregoing, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Collateral": is defined in Section 3.

"Collection Deposit Account": a collection account established by any Account Bank which is subject to the provisions of Collection Deposit Account Agreement.

"Collection Deposit Account Agreement": any agreement entered into by any financial institution, the Borrower and the Administrative Agent, substantially in the form of Exhibit A, with such changes as are acceptable to the Administrative Agent.

"Concentration Account": is defined in Section 3.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 6), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 6), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depository institution.

"Foreign Subsidiary": any Subsidiary organized under the laws of any jurisdiction outside the United States of America.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Foreign Subsidiary.

"General Intangibles": all "general intangibles" as such term is defined in Section 9-106 of the New York UCC and, in any event, including, without limitation, with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its right, title and interest in such contract, agreement, instrument or indenture is not prohibited by such contract, agreement, instrument or indenture without the consent of any other party thereto, would not give any other party to such contract, agreement, instrument or indenture the right to terminate its obligations thereunder, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from the other parties thereto (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents); provided, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor

of a security interest pursuant to this Agreement in any Receivable or any money or other amounts due or to become due under any such contract, agreement, instrument or indenture.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrower.

"Hedge Agreements": all interest rate swaps, caps or collar agreements or similar arrangements entered into by the Borrower providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies, in each case to the extent approved in writing by the Administrative Agent.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries.

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the New York UCC (other than any Foreign Subsidiary Voting Stock excluded from the definition of "Pledged Stock") and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

"Issuers": the collective reference to each issuer of any Investment Property.

"Lender Hedge Agreements": Hedge Agreements entered into with any Lender (or any Affiliate of a Lender).

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Non-Lender Hedge Agreements": the collective reference to (i) Hedge Agreements entered into prior to the Closing Date with Persons other than a Lender (or an affiliate of a Lender) which survive the Closing Date and (ii) Hedge Agreements entered into with a Lender (or an Affiliate of a Lender) which subsequently assigns all of its interests under the Credit Agreement and ceases to be a Lender.

"Non-Lender Hedging Obligations": all obligations consisting of Swap Termination Values of the Borrower under Non-Lender Hedge Agreements provided that the aggregate amount of non-Lender Hedging Obligations secured by the Collateral shall not exceed \$2,000,000. In the event the Non-Lender Hedging Obligations exceed \$2,000,000, the specific Non-Lender Hedging Obligations entitled to be secured shall be determined based on their respective dates of creation, with the earliest being so entitled, up to \$2,000,000 in the aggregate. The only Non-Lender Hedging Obligations entitled to the benefits of this Agreement shall be up to \$2,000,000 of Swap Termination Values.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations and the Non-Lender Hedging Obligations, and (iii) in the case of each Guarantor, its Guarantor Obligations.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all applicable goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options or rights of any nature whatsoever in

respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall more than 66% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary be required to be pledged hereunder and in no event shall any of the Foreign Subsidiary Voting Stock of any Foreign Subsidiary which is owned by a Foreign Subsidiary be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper, and whether or not it has been earned by performance (including, without limitation, any Account).

"Related Contracts": any and all security agreements, guaranties, leases, and other contracts securing or otherwise relating to all accounts, Intercompany Advances, contracts, contract rights, chattel paper, documents, investments other than those instruments pledged pursuant to this Agreement, and general intangibles, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services.

"Securities Act": the Securities Act of 1933, as amended.

"Subsidiary Guarantor": each Subsidiary of Holdings (other than the Borrower) which executes and delivers this Agreement.

"Trade Secrets Collateral": all of the Borrower's rights, title, and interest in and to the following: common law and statutory trade secrets and all other confidential or proprietary information now or hereafter owned or licensed by, or used in the business of, the Borrower (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule 6, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6, and (ii) the right to obtain all renewals thereof.

"Vehicles": all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title law of any state and all tires and other appurtenances to any of the foregoing.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(c) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee. (a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Lenders and their respective successors, endorsees, transferees and assigns, the prompt and complete payment and performance by the Borrower when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations.

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without

impairing the guarantee contained in this Section 2 or affecting the rights and remedies of the Administrative Agent or any Lender hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full, no Letter of Credit shall be outstanding and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrower may be free from any Borrower Obligations.

(e) No payment made by the Borrower, any of the Guarantors, any other guarantor or any other Person or received or collected by the Administrative Agent or any Lender from the Borrower, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the remaining Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are terminated.

2.2 Right of Subsidiary Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Administrative Agent and the Lenders, and each Subsidiary Guarantor shall remain liable to the Administrative Agent and the Lenders for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by the Administrative Agent or any Lender, no Guarantor shall be entitled to be subrogated to any of the rights of the Administrative Agent or any Lender against the Borrower or any other Guarantor or any collateral security or guarantee or right of offset held by the Administrative Agent or any Lender for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrower or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Administrative Agent and the Lenders by the Borrower on account of the Borrower Obligations are paid in full, no Letter of Credit shall be outstanding and the Commitments are

terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full, such amount shall be held by such Guarantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by the Administrative Agent or any Lender may be rescinded by the Administrative Agent or such Lender and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by the Administrative Agent or any Lender, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent (or the Majority Lenders or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by the Administrative Agent or any Lender for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. Neither the Administrative Agent nor any Lender shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by the Administrative Agent or any Lender upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between the Borrower and any of the Guarantors, on the one hand, and the Administrative Agent and the Lenders, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon the Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower

Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by the Administrative Agent or any Lender, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by the Borrower or any other Person against the Administrative Agent or any Lender, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Borrower or such Guarantor) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Administrative Agent or any Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by the Administrative Agent or any Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Administrative Agent or any Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the office of the Administrative Agent located at 270 Park Avenue, New York, New York 10017.

2.8 Limited Recourse against Holdings. Notwithstanding the foregoing, the sole recourse against Holdings for the obligations of Holdings under this Section 2 shall be to the Collateral purported to be pledged by it hereunder.

SECTION 3. SECURITY INTEREST

3.1 Grant of Security. Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Lenders and the counterparties to the permitted Non-Lender Hedging Obligations, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Deposit Accounts;
- (d) all Documents;
- (e) all Equipment;
- (f) all General Intangibles;
- (g) all Instruments;
- (h) all Intellectual Property;
- (i) all Inventory;
- (j) all Investment Property;
- (k) all Vehicles;
- (l) all books, records, databases, and information relating to, used, or useful in connection with, evidencing, embodying, incorporating, or referring to, any of the Collateral;
- (m) all money now or at any time in the possession or under the control of, or in transit to, the Administrative Agent, any Lender, any Account Bank, or any Grantor, or any bailee, agent, or custodian of the Administrative Agent, any Lender, any Account Bank, or any Grantor;
- (n) all deposit accounts or other accounts maintained by the Borrower at any Account Bank or any other financial institution, including (i) the concentration account

to be established on or prior to the Closing Date with any bank as may be approved by the Administrative Agent, which shall include the Documentation Agent (the "Concentration Account"), which account shall be in the name of the Borrower for the benefit of the Administrative Agent (for its benefit and for the benefit of each of the Lenders), and (ii) any other accounts now or hereafter existing or maintained with any other bank or financial institution to accomplish the same purpose as the Concentration Account; all funds on deposit in each such account, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, securities, rights, and other property at any time and from time to time received, receivable, or otherwise distributed in respect of such accounts, such funds, or such investments;

(o) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing; and

(p) all other property not otherwise described above;

provided, however, that the term "Collateral" shall not include, and Borrower shall not be deemed to have granted a security interest in, any of Borrower's right, title or interest in, or any rights under, (i) any Operating Lease or Capital Lease of personal property or intellectual property license with respect to which the Borrower is the lessee or licensee to the extent that such grant would result in a breach of the terms of such lease or license, (ii) any contract or other agreement existing on the Closing Date to the extent that such grant would result in a breach of a term of such contract or agreement prohibiting such grant without the consent of the other party thereto and (iii) any trademark application filed pursuant to 15 U.S.C. Section 1051(b), unless and until a verified Statement of Use is filed pursuant to 15 U.S.C. Section 1051(d), in which case such trademark application shall be deemed to constitute "Collateral," and in each case of clause (i) or (ii) above, other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318 of the Uniform Commercial Code of any relevant jurisdiction.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is

on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as are permitted by the Credit Agreement or for which a payoff letter and disbursement instructions have been delivered to the Administrative Agent. The Borrower has no trade name other than "Favorite Brands International" and "Favorite Brands". Except as set forth on Schedule 7, during the past five years, the Borrower has not been known by any legal name different from the one set forth on the signature page hereto, and the Borrower has not been the subject of any merger or other corporate reorganization. None of the Receivables is evidenced by a promissory note or other instrument, other than has been delivered, duly endorsed in blank, to the Administrative Agent.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon the filing of the financing statements delivered to the Administrative Agent under Section 5.1 of the Credit Agreement constitute valid perfected security interests in all of the Collateral to the extent perfection is governed by Article 8 or Article 9 of the New York UCC in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof against all creditors of such Grantor and any Persons purporting to purchase any Collateral from such Grantor and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for unrecorded Liens permitted by the Credit Agreement which have priority over the Liens on the Collateral by operation of law.

4.3 Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization and the location of such Grantor's chief executive office or sole place of business are specified on Schedule 4.

4.4 Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5. On the date hereof, except as set forth on Schedule 4.4, the Borrower has exclusive possession and control of the Equipment and Inventory.

4.5 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4.6 Investment Property. (a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 66% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement and, to the extent held in brokerage accounts, customary brokers liens.

4.7 Receivables. (a) No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) The amounts represented by such Grantor to the Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate in all material respects.

4.8 Intellectual Property. (a) Schedule 6 lists all Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, or (ii) which would reasonably be expect to have a Material Adverse Effect.

4.9 Tennessee Collateral. The value of the personal property Collateral located in Tennessee is approximately \$10,000,000.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper, such Instrument, Certificated Security or Chattel Paper shall be promptly delivered (and in any event with 10 days of becoming so evidenced) to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance.

(a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring the Inventory, Equipment and Vehicles against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) insuring such Grantor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory, Equipment and Vehicles, such policies to be in such form and amounts and having such coverage as may be reasonably satisfactory to the Administrative Agent and the Lenders.

(b) All such insurance shall (i) provide that the insurer shall endeavor to provide at least 30 days' prior written notice to the Administrative Agent of the cancellation, material reduction in amount or material change in coverage thereof, (ii) name the Administrative Agent as insured party or loss payee, (iii) if reasonably requested by the Administrative Agent, include a breach of warranty clause and (iv) be reasonably satisfactory in all other respects to the Administrative Agent.

(c) The Borrower shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance substantially concurrently with each delivery of the Borrower's audited annual financial statements and such supplemental reports with respect thereto as the Administrative Agent may from time to time reasonably request.

5.3 Payment of Obligations. Such Grantor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being

contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Grantor and such proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material portion of the Collateral or material portion of such Grantor's interest therein.

5.4 Maintenance of Perfected Security Interest; Further Documentation. (a) Such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 4.2 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders with reasonable frequency statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Deposit Accounts and any other relevant Collateral, taking any actions necessary to enable the Administrative Agent to obtain "control" (within the meaning of the applicable Uniform Commercial Code) with respect thereto.

5.5 Changes in Locations, Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of (a) all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein and (b) if applicable, a written supplement to Schedule 5 showing any additional location at which Inventory or Equipment shall be kept:

(i) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 5 (except when in transit to such locations);

(ii) change its jurisdiction of organization or the location of its chief executive office or sole place of business from that referred to in Section 4.3; or

(iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become misleading.

5.6 Notices. Such Grantor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, of any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement) on any of the Collateral or of the occurrence of any other event which could reasonably be expected to have a Material Adverse Effect.

5.7 Investment Property. (a) If such Grantor shall become entitled to receive or shall receive any stock certificate (including, without limitation, any certificate representing a stock dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Administrative Agent and the Lenders, hold the same in trust for the Administrative Agent and the Lenders and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent reasonably so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. If a Default or Event of Default has occurred and is continuing, any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If a Default or Event of Default has occurred and is continuing any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Lenders, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any stock or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or other equity securities of any nature of any Issuer, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property or Proceeds thereof (except pursuant to a transaction expressly permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the security

interests created by this Agreement and, to the extent held in brokerage accounts, customary brokers liens or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.7(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 5.7(a), 5.7(b) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 5.7(a), 5.7(b) or 6.7 with respect to the Investment Property issued by it.

5.8 Receivables. (a) Other than in the ordinary course of business consistent with its past practices, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that could reasonably be expected to materially and adversely affect the value thereof.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

(c) Such Grantor shall notify the Administrative Agent upon the creation of any Receivables owed by the federal government or any agency thereof that causes the total of such Receivables under any contract or series of related contracts to exceed \$50,000 or in the aggregate to exceed \$5,000,000, and, if requested by the Administrative Agent with respect to such Receivables, execute and file such assignment of claim forms under or pursuant to the federal assignment of claims status, 31 U.S.C. § 3726, any successor or amended version thereof, or any regulation promulgated under or pursuant to any version thereof, as the Administrative Agent may request.

5.9 Intellectual Property. (a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such material Trademark, (iii) use such material Trademark with the appropriate notice of registration and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such

material Trademark unless the Administrative Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such material Trademark may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of any material Copyright may become invalidated or otherwise impaired. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person.

(e) Such Grantor will notify the Administrative Agent and the Lenders immediately if it knows, or has reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to the Administrative Agent within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office,

the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such material Intellectual Property and (ii) if such material Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5.10 Vehicles. (a) No Vehicle shall be removed from the state which has issued the certificate of title/ownership therefor for a period in excess of four consecutive months.

(b) Within [30] days after the date hereof, and, with respect to any Vehicles acquired by such Grantor subsequent to the date hereof, within [30] days after the date of acquisition thereof, all applications for certificates of title/ownership indicating the Administrative Agent's first priority security interest in the Vehicle covered by such certificate, and any other necessary documentation, shall be filed in each office in each jurisdiction which the Administrative Agent shall deem advisable to perfect its security interests in the Vehicles. Notwithstanding the foregoing, the Grantors shall not be required to take any action pursuant to this paragraph (b) unless requested by the Administrative Agent.

5.11 Deposit Accounts. From and after the date which is twenty (20) Business Days from the Closing Date:

(a) Such Grantor shall not establish or maintain deposit or other accounts with any financial institution other than the Administrative Agent or pursuant to a Collection Deposit Account Agreement substantially in the form of Exhibit A; provided, however, that such Grantor may maintain its existing deposit accounts until the date which is thirty (30) Business Days from the Closing Date so long as no such account has a balance in excess of \$5,000.

(b) Such Grantor shall have established the Concentration Account into which there shall be deposited all payments made with respect to the Collateral in accordance with this Section 5.11.

(c) Such Grantor shall at any time it shall receive any cash Collateral (including Collateral in the form of money, money orders, checks, charge card receipts, and any other form of payment accepted by such Grantor) from any source, immediately (and in

any event not later than one business day after the date of receipt) transmit the same to the Administrative Agent or any Account Bank for deposit to the Concentration Account or the Collection Deposit Account maintained with such Account Bank, as the case may be.

(d) Such Grantor represents and warrants that it has notified and directed each party obligated on any Receivable and any Related Contract to make payment with respect thereto to the Concentration Account or a Collection Deposit Account. Such Grantor agrees to notify and direct each obligor under each Receivable and each Related Contract arising in the future to make all payments to the Concentration Account or a Collection Deposit Account. Such Grantor shall use reasonable efforts to cause each obligor under each Receivable and each Related Contract to make all payments with respect thereto directly to the Administrative Agent or the Account Bank to which such obligor has been instructed to make payments. If such Grantor shall receive from any obligor or any other Person any payment with respect to any Receivable or Related Contracts, including, any cash, otherwise than pursuant to such directions, such Grantor shall receive such payment in a constructive trust for the Administrative Agent, as secured party hereunder, and subject to the Administrative Agent's security interest and shall immediately, and in any event no later than one Business Day following receipt of such payment, transmit and deliver such payment to the Administrative Agent for deposit to the Concentration Account.

(e) Such Grantor agrees to cause all money, securities, and other property received by an Account Bank with respect to such Grantor from any source whatsoever or from any obligor under a Receivable or Related Contract, to be deposited by such Account Bank in the Collection Deposit Account maintained with such Account Bank. Such Grantor covenants and agrees that, upon the instruction of the Administrative Agent, the balance of each Collection Deposit Account shall be transferred to the Concentration Account during the next Business Day.

(f) So long as no Event of Default exists, such Grantor shall have access to, and be allowed to make withdrawals (to the extent of any cash balance then available) from and deposits to, the Concentration Account.

5.12 Landlord Waivers. Except (i) for leased sales and administrative offices if no Collateral is otherwise located thereon, and (ii) as otherwise permitted by the Administrative Agent, to the extent that any of the Collateral on the Closing Date is located on, or after the Closing Date, is to be located on, real property, which real property belongs to and/or is subject to a Lien in favor of any Person other than the Administrative Agent or such Grantor, such Grantor shall use its best efforts to provide the Administrative Agent with a Landlord Waiver substantially in the form of Exhibit B executed by the owner (or a substantially similar form acceptable to the Administrative Agent in the case of a Lien holder) (i) within thirty days after the Closing Date with respect to Collateral located on such real property on the Closing Date, and (ii) before locating any Collateral on such real property, in the case of any Collateral to be located such real property after the Closing Date.

5.13 Further Assurances. The Borrower agrees that, from time to time at its own expense, the Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that the Administrative Agent may reasonably request as necessary or desirable in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing the Borrower will:

(a) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Administrative Agent may reasonably request, in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Administrative Agent hereby;

(b) use its best efforts to furnish to the Administrative Agent, within thirty days after the Closing Date, such bailee letters or other acknowledgements as the Administrative Agent may request to protect and perfect its security interest in Inventory in the possession of any Person other than the Borrower; and

(c) forthwith upon the reasonable request of the Administrative Agent, cause each Grantor to execute and deliver to the Administrative Agent a Parent Agreement, a Trademark Agreement and a Copyright Agreement in the forms approved by the Administrative Agent and shall execute and deliver to the Administrative Agent any document required to acknowledge or register or perfect the Administrative Agent's interest in any part of the Intellectual Property, including, if the Administrative Agent determines the legal advisability of doing so, the filing of a notice of security interest in (i) the Register of Personal and Movable Real Rights in the Province of Quebec, the Canadian Patent Office, and the Canadian Trade-Marks Office with respect to the Intellectual Property Collateral, and (ii) the United States Patent and Trademark Office with respect to trademark licenses.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables. (a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time and from time to time, upon the Administrative Agent's request (which request shall not be made more than once a year unless an Event of Default has occurred and is continuing) and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables.

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. Subject to Section 5.11, if required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a collateral account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall, if requested by the Administrative Agent, be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's reasonable request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable. (a) The Administrative Agent in its own name or in the name of others may at any time communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables, provided that the Administrative Agent agrees not to exercise such right during the continuance of a Default or an Event of Default.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating thereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto) or Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment

received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock. (a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all cash dividends paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in such order as the Administrative Agent may determine, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing. If the Event of Default is subsequently cured or waived the Investment Property shall be re-registered in the name of the applicable grantor or its nominee.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred

and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

6.4 Proceeds to be Turned Over to Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Sections 5.11 and 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a collateral account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a collateral account (or by such Grantor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Obligations and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any collateral account in payment of the Obligations in such order as the Administrative Agent may elect (provided that then due and owing Obligations shall be paid prior to application to satisfy unmatured Obligations, subject to the Administrative Agent's right to hold such Proceeds as collateral for the Obligations), and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to the Borrower or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have terminated shall be paid over to the Borrower or to whomsoever may be lawfully entitled to receive the same.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law and also may (i) exercise any and all rights and remedies of the Borrower under or in connection with or otherwise in respect of the Collateral, (ii) notify each Account Bank of the occurrence of any Event of Default and instruct each Account Bank to immediately transfer to the Administrative Agent

all funds then or thereafter held in each Collection Deposit Account and documents and instruments held by each Account Bank, in each case for the deposit in the Concentration Account and (iii) withdraw all monies, securities, and other property in the Concentration Account for application to the Obligations. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect (provided that then due and owing Obligations shall be paid prior to application to satisfy unmatured Obligations, subject to the Administrative Agent's right to hold such Proceeds as collateral for the Obligations), and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Registration Rights. (a) If the Administrative Agent shall determine to exercise its right to sell any or all of the Pledged Stock pursuant to Section 6.6, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Stock, or that portion thereof to be sold, registered under the provisions of the Securities Act, the relevant Grantor will cause the Issuer thereof to (i) execute and deliver, and cause the

directors and officers of such Issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Administrative Agent, necessary or advisable to register the Pledged Stock, or that portion thereof to be sold, under the provisions of the Securities Act, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Pledged Stock, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Administrative Agent, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto. Each Grantor agrees to cause such Issuer to comply with the provisions of the securities or "Blue Sky" laws of any and all jurisdictions which the Administrative Agent shall designate and to make available to its security holders, as soon as practicable, an earnings statement (which need not be audited) which will satisfy the provisions of Section 11(a) of the Securities Act.

(b) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(c) Each Grantor agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and the Lenders have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement.

6.8 Waiver: Deficiency. Each Grantor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the New York UCC. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition

of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency (except as provided with respect to Holdings under Section 2.8).

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. (a) Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and

other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business, as applicable, to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due Base Rate Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7.3 Execution of Financing Statements. Pursuant to Section 9-402 of the New York UCC and any other applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each affected Grantor and the Administrative Agent, provided that any

provision of this Agreement imposing obligations on any Grantor may be waived by the Administrative Agent in a written instrument executed by the Administrative Agent in accordance with subsection 11.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in subsection 11.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. (a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the reasonable fees and disbursements of counsel (including the reasonable allocated fees and expenses of in-house counsel) to each Lender and of counsel to the Administrative Agent.

(b) Each Guarantor agrees to pay, and to hold the Administrative Agent and the Lenders harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to hold the Administrative Agent and the Lenders harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement to the extent the Borrower would be required to do so pursuant to subsection 11.5(a) of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

8.6 Set-Off. Each Grantor hereby irrevocably authorizes the Administrative Agent and each Lender at any time and from time to time, while an Event of Default shall have occurred and be continuing, without notice to such Grantor or any other Grantor, any such notice being expressly waived by each Grantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by the Administrative Agent or such Lender to or for the credit or the account of such Grantor, or any part thereof in such amounts as the Administrative Agent or such Lender may elect, against and on account of the obligations and liabilities of such Grantor to the Administrative Agent or such Lender hereunder and claims of every nature and description of the Administrative Agent or such Lender against such Grantor, in any currency, whether arising hereunder, under the Credit Agreement, any other Loan Document or otherwise, as the Administrative Agent or such Lender may elect, whether or not the Administrative Agent or any Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The Administrative Agent and each Lender shall notify such Grantor promptly of any such set-off and the application made by the Administrative Agent or such Lender of the proceeds thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Administrative Agent and each Lender under this Section 8.6 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Administrative Agent or such Lender may have.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors, the Administrative Agent and the Lenders with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Lender relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Administrative Agent and Lenders, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Grantors and the Lenders.

8.14 Additional Grantors. Each Subsidiary of the Borrower that is required to become a party to this Agreement pursuant to Section 7.13 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Releases. (a) At such time as the Loans and the other Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral. At the request and sole expense of the Borrower, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the

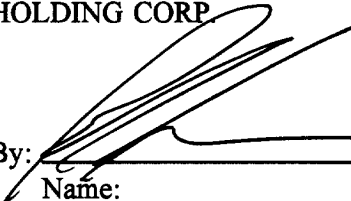
Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

8.16 WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

FAVORITE BRANDS INTERNATIONAL
HOLDING CORP.

By: 
Name:
Title:

FAVORITE BRANDS INTERNATIONAL, INC.

By: 
Name:
Title:

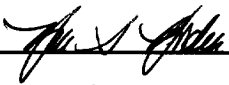
TROLLI, INC.

By: 
Name:
Title:

SATHER TRUCKING CORPORATION

By: 
Name:
Title:

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: 
Name: **BRUCE BORDEN**
Title: **VICE PRESIDENT**

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Before me, a Notary Public in and for the State of New York, personally appeared Brooks B. Gruemmer, the Vice President of Favorite Brands International Holding Corp. who, being duly sworn, acknowledged the execution of the foregoing Guarantee & Collateral Agreement, for and on behalf of said corporation as its duly authorized officer.

Dated as of May 19, 1998
Bao Ngoc Victoria Dang

Signature
Bao Ngoc Victoria Dang

Printed Notary Public

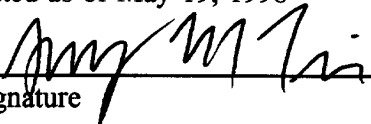
I am a resident of New York County, New York
My commission expires: _____

BAO NGOC VICTORIA DANG
NOTARY PUBLIC, State of New York
No. 01DA5087473
Qualified in New York County
Commission Expires Nov. 3, 1999

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Before me, a Notary Public in and for the State of New York, personally appeared Bruce Borden, a Vice President of The Chase Manhattan Bank who, being duly sworn, acknowledged the execution of the foregoing Guarantee & Collateral Agreement, for and on behalf of said corporation as its duly authorized officer.

Dated as of May 19, 1998


Signature

Amy M. Irwin
Printed Notary Public

I am a resident of New York County, New York

My commission expires: December 15, 1999

AMY M. IRWIN
NOTARY PUBLIC, State of New York
No. 012R600274
Qualified in New York County
Commission Expires Dec. 15, 1999

NOTICE ADDRESSES OF GUARANTORS

Schedule 1

509265\0573\02763\9847G039.OTH

TRADEMARK
REEL: 1753 FRAME: 0651

DESCRIPTION OF INVESTMENT PROPERTY

Pledged Stock:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
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Pledged Notes:

<u>Issuer</u>	<u>Payee</u>	<u>Principal Amount</u>
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FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

[List each office where a financing statement is to be filed]

Patent and Trademark Filings

[List all filings]

Actions with respect to Pledged Stock

Other Actions

[Describe other actions to be taken]

LOCATION OF JURISDICTION OF ORGANIZATION AND CHIEF EXECUTIVE OFFICE

Grantor

Location

LOCATION OF INVENTORY AND EQUIPMENT

Grantor

Locations

COPYRIGHTS AND COPYRIGHT LICENSES

PATENTS AND PATENT LICENSES

TRADEMARKS AND TRADEMARK LICENSES

Schedule 6

Sather Trucking Corporation

Patents and Licenses

None.

Trademarks and Licenses

Item A - Trademarks

1. Common law marks:
 - a. Sather
 - b. Sather Trucking
 - c. Sather Trucking Corporation

Item B - Trademark Licenses

None.

Copyrights and Licenses

1. No registered copyrights.
2. No copyright licenses.

Trade Secrets and Know-How Licenses

None.

Foreign Patent Registration

Title	Serial No.
MELT RESTRICTED MARSHMALLOW	
EPO	95940725.5
Australia	42381/96
Canada	2,205,225
Japan	516343/96
Finland	972015
Mexico	973500
New Zealand	297264

Canadian Patent Registration

Title	Patent No.	Issue Date
MULTICOLOR CONFECTION EXTRUSION SYSTEM	1299443	April 28, 1992

Canadian Patent Application

Title	Application No.	Application Date
CARAMEL CONFECTIONS AND PROCESSES FOR PREPARING AND USING	2109168	October 25, 1993

Favorite Brands - Patent Licenses

None

Favorite Brands - Trademarks

See Attached.

Unregistered in U.S. common law trademarks:

POWER FRUIT BALLS

MINNESOTA STATE TRADEMARK REGISTRATION

State	Mark	Serial No.	Filing Date
MINNESOTA	SATHERS	3183	December 9, 1996

COMMON LAW (UNREGISTERED) U.S.
CANADIAN AND MEXICAN TRADE DRESS

Red and Yellow Package Design

Favorite Brands - Trademark Licenses

Debtor is in the process of negotiating a Worldwide Agreement with Plasmon Dietetici Alimentari.

<u>Trademark/Property</u>	<u>Licensor</u>	<u>Term</u>
Sailor Moon	DIC Entertainment	4/24/95 - 12/31/98, as modified and extended
Clearly Fruit	Everfresh Beverages	4/14/93, 4/14/03
Pick-a-Mix	E.J. Brach	9/7/65 - indefinite
Teenage Mutant Ninja Turtles	Surge License, Inc. & Mirage Studios	2/7/90; 12/31/98
Creepy Crawlers	Toymax Inc.	1/1/96 - 12/31/98
Power Rangers In Space	Saban Merchandising, Inc. & Saban International, N.V.	3/1/95-12/31/98
Street Sharks	Surge Entertainment	5/16/95-12/31/97; renewal 1/1/98-12/31/98

Schedule 6

INTELLECTUAL PROPERTY

Favorite Brands International, Inc.

Favorite Brands - Patents

U.S. Patent Registrations

Title	Patent No.	Issue Date
STORAGE AND DISPENSING CONTAINER	276,020	October 23, 1984
METHOD FOR DRYING CONFECTION PIECES	4,785,551	November 22, 1988
MULTICOLOR CONFECTION EXTRUSION SYSTEM (Apparatus Claims)	4,925,380	May 15, 1990
MULTICOLOR CONFECTION EXTRUSION SYSTEM (Process Claims)	5,019,404	May 28, 1990
CARAMEL CONFECTIONS AND PROCESSES FOR USING	5,384,148	January 24, 1995
MELT RESTRICTED MARSHMALLOW	5,532,017	July 2, 1996

U.S. Patent Application

Title	Application No.	Application Date
Winding Assembly	08/249,753	May 26, 1994
Winding Assembly & Rolled Food Product	08/616,754	March 15, 1996
Winding Assembly & Rolled Food Product	08/687,709	July 26, 1996

Schedule 6

Favorite Brands - Copyrights and Licenses

1. No registered copyrights.
2. No copyright licenses.
- A. No registered copyrights.
- B. Copyright license for Mossy Oak Pattern, Full Foliage Pattern and Fall Foliage Pattern from Haas Outdoors, Inc. The license is dated March 9, 1995 and is of indefinite duration.

Favorite Brands - Trade Secrets

1. Design and construction of extrusion heads
2. Method of blending and incorporating color and flavor into miniature dehydrated marshmallows
3. Design and technology for guillotine knives used to cut marshmallows
4. Formulations and processes for making marshmallows, caramels and caramel powder
5. Equipment and technology for making caramel chips

Favorite Brands - Know-How

1. Debtor, as licensor, has granted to Kraft Foods, Inc., as licensee, a perpetual license to use all the Know-How assigned to Debtor by Kraft Foods, Inc. pursuant to the Asset Purchase Agreement, dated as of July 9, 1995, by and between Kraft Foods, Inc. and Favorite Brands International, Inc.

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
USA	FAVORITE BRANDS INTERNATIONAL, INC.	Kraft Foods, Inc.	Closing Date	Perpetual	All Know-How assigned to Debtor by Kraft pursuant to the Asset Purchase Agreement

Favorite Brands - Intellectual Property Claims

The Debtor has received the following claims regarding its Intellectual Property Collateral:

1. Plasmon Dietetici Alimentari ("Plasmon") has threatened to oppose the registration of Farley Candy Company's FRUIT SNACK FARLEY mark in Canada. Farley Candy Company is a former wholly owned subsidiary of the Borrower which has merged with the Borrower. The Borrower has granted an extension of the time to file opposition to this mark while negotiating a Worldwide Agreement with Plasmon relating to each company's use and registration of the marks. Plasmon sells food for babies and sick people, cereals and rusks throughout the world.
2. In September 1992, Carrier Associates, Inc. charged Candyland Candies, Inc. (a predecessor by merger of Dae-Julie, Inc. which formerly was a wholly owned subsidiary of the Borrower and has subsequently merged into the Borrower) with infringement of U.S. Patent No. 5079.855, owned by Carrier Associates, Inc. Seller (Candyland Candies, Inc.) advised that its patent was invalid in April, 1993. No response received.

3. Nabisco, Inc. v. Sathers, Inc., Opposition No. 101,650 before the Trademark Trial and Appeal Board of the U.S. Patent and Trademark Office. Nabisco is opposing registration of the TANGY FRUITS mark on the grounds that it is merely descriptive or generic. The parties are in the midst of discovery. Sathers, Inc. formerly was a wholly owned subsidiary of the Borrower which has merged with the Borrower.

Schedule 6

Trolli, Inc.

Trolli - Patents and Patent Applications

PATENT	REG./APP. NUMBER	DATE
Combined Package with Candy or the Like	D324,172	02/25/92

Trolli - Patent Licenses

None.

Trolli - Trademarks

See attached list of Trolli Trademarks

Trolli - Trademark Licenses

1. Trademark Authorization Agreement, dated as of August 1, 1996, between Trolli, Inc. and Sathers for the mark TROLLI STRAWBERRY PUFFS.
2. Trademark Authorization Agreement, dated as of August 1, 1996, between Trolli, Inc. and Sathers for the mark TROLLI SOUR BRITE CRAWLERS.
3. Trademark License Agreement, dated as of February 1997, between Trolli, Inc. and Warner Candy Company (not executed).

Trolli - Copyrights

None

Trolli - Trade Secrets

All formulas, recipes, methods, protocols, processes, know-how and other trade secrets necessary to manufacture and sell all candy confectionery products (a) currently being manufactured by the Company for its own account and (b) related to new products currently being developed by the Company or Herbert Mederer on behalf of the Company, utilizing the facilities or employees of the Company. The "Company" refers to Mederer Corporation (formerly a wholly owned subsidiary of the Borrower and subsequently merged into Trolli.

TROLLI, INC. TRADEMARKS
U.S. MARKS

Current
02/29/14

MARK NAME	QUANTITY	REGISTERED	REGISTRATION NO.	REGISTRATION DATE	REGISTERED STATUS
APPLE O'S	30	TROLLI	2,121,143	12/16/03	REGISTERED
BEAR (DESIGN)	30	TROLLI	2,119,874	12/09/03	REGISTERED
BRUTE CRAWLERS	30	TROLLI	1,788,939		REGISTERED
CANDY KING (& DESIGN)	30	TROLLI	2,014,109		REGISTERED
FRUIT FLOATS CLEAR CANDY WITH REAL FRUIT PIECES (STYLIZED)	30	TROLLI	2,066,780		REGISTERED
FUNGEBES	30	TROLLI	75/008,512	10/23/95	PENDING
GUMMI BEANS	30	TROLLI	2,078,223	07/08/03	REGISTERED (SUPPLEMENTAL)
GUMMI BURST	30	TROLLI	75/175,853		PENDING
GUMMI CATERpillARS	30	TROLLI	2,093,878		REGISTERED
GUMMI OCTOPUS	30	TROLLI	2,082,647		REGISTERED
GUMMI-SQUIGGLES (STYLIZED)	30	TROLLI	1,360,890		REGISTERED (Assigned)
MELON PATCH (STYLIZED)	30	TROLLI	2,066,778		REGISTERED
ORANGE GROVE (STYLIZED)	30	TROLLI	2,066,777		REGISTERED
PEACHES	30	TROLLI	75/145,918		PENDING
STRAWBERRY PUFFS (& DESIGN)	30	TROLLI	2,060,972		REGISTERED

MARK NAME	CLASS	OWNER	APPL. NO. REG. NO.	RENEWAL DATE	TRADEMARK SITUATION
THE ONE FOR FUN	30	TROLLI	2,066,779		REGISTERED
TROLLI	30	TROLLI	1285440		REGISTERED (Assigned from Medeter GmbH)
TROLLI-BURGER	30	TROLLI	75/199080		PENDING(Assigned from Medeter GmbH)
TROLLI CATERPILLARS	30	TROLLI	2,140,788	03/03/03	REGISTERED
TROLLI GUMMI BEANS	30	TROLLI	2,140,980	03/03/03	REGISTERED
TROLLI OCTOPUS	30	TROLLI	2,140,787	03/03/03	REGISTERED
TROLLI PEACHES	30	TROLLI	75/264821		PENDING
TROLLI SQUIGGLES	30	TROLLI	2,146,247	03/24/03	REGISTERED
TROPICAL O'S	30	TROLLI	75/175852		PENDING
TROPICO'S	30	TROLLI	75/175851		PENDING

tm.trolli.trademarkfilist.doc

TRADEMARK

REEL: 1753 FRAME: 0666

Trolli - Intellectual Property Claims

1. In June 1997 Nabisco Inc. and Nabisco Brands Company (collectively, "Nabisco") filed a lawsuit against Trolli, Inc. ("Trolli") and Mederer Corporation (formerly a wholly owned subsidiary of the Borrower and subsequently merged into Trolli, "Mederer") alleging trademark infringement and dilution. The suit alleges that certain of the Defendants' ring shaped products infringe upon Nabisco's trademark. The claim does not request a specific amount of damage. Defendants have answered the complaint denying the allegations and are in the process of discovery.
2. A number of entities unrelated to Trolli use and/or have registered marks which incorporate the word GUMMI or some variation thereof and Trolli does not have any claim to the exclusive right to use the same.
3. Trolli's United States applications to register the marks GUMMI BEANS (Ser. No. 75/145,753), GUMMI OCTOPUS (Ser. No. 75/145,916) and GUMMI CATERPILLARS (Ser. No. 75/145,917) initially have been refused registrations by the U.S. Patent and Trademark Office on the Principal Register on the grounds that the marks are descriptive. Trolli intends to amend these applications to seek registration on the Supplemental Register.
4. Trolli's application to register the mark PEACHIES (Ser. No. 75/145,918) has been initially refused registration by the U.S. Patent and Trademark Office on the grounds that it is confusingly similar to the mark PEACHIE and design (Reg. No. 1,763,095) owned by Robert L. Raymond (d/b/a Peachtree Cookie).
5. The bear design which is the subject of U.S. Trademark Application No. 75/217,288 was created for Trolli by Tasteful Ideas of Kansas City, Missouri. Trolli did not commission this work pursuant to a written agreement with the author at the time of creation. Trolli has requested but has not yet obtained a written assignment of the author's copyright in such work.
6. The U.S. Patent and Trademark Office issued an Office Action in connection with Trolli's application to register the mark APPLE-O's (Ser. No. 75/145,915) on the grounds that the drawing does not match the specimens submitted with the application and has requested a disclaimer of the word "APPLE".
7. Mederer's application to register the mark TROLLI for candy in Mexico initially was rejected by the Mexican Trademark Office on the grounds that it is confusingly similar to a prior registration of the mark TROLLI BURGER for all goods in International Class 30 (Staple Foods) in the name of Amurol Mexico Sa De CV ("Amurol"). Amurol obtained the registration of the mark TROLLI BURGER without the authorization of Mederer. Subsequently, Amurol purchased and distributed Mederer's TROLLI BURGER product in Mexico until Mederer terminated the relationship approximately 5 years ago. Although Amurol refused to assign the TROLLI BURGER registration to Mederer, a written consent was obtained from Amurol pursuant to which they consented to the registration of the mark TROLLI by Mederer limited to candy. A registration for the mark TROLLI for candy subsequently was issued to Mederer in Mexico. At present, Mederer does not distribute the TROLLI BURGER Product in Mexico and may be precluded from doing so by virtue of Amurol's registration of TROLLI BURGER. However, to Mederer's and the Stockholders' knowledge, since Mederer terminated its relationship with Amurol, Amurol has not used the TROLLI BURGER mark in Mexico in connection with candy products.

Marvel Characters	Marvel Characters, Inc.	8/2/96 -6/30/98
Rugrats (Nickelodeon)	MTV Networks	4/1/96-12/31/98
Mossy Oak Full Foliage Fall Foliage	Haas Outdoors, Inc.	3/9/95-indefinite
Sour Blockheads	Gerrit J. Verburg Co.	11/01/91-indefinite

Tuesday, May 05, 1998

Country List

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Country: AR Argentina

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY	FAR	Registered	0210	1,747,443	22-May-90	1,396,129	29-May-92	29-May-02	
Owner: Farley's Candy			Classes: 30						
FARLEY'S	FAR	Registered	0212	1,747,444	22-May-90	1,396,130	29-May-92	29-May-02	
Owner: Farley's Candy			Classes: 30						
FARLEY'S ZOO ANIMALS	FAR	Registered	0211	1,847,573	26-Jun-92	1,544,864	30-Nov-94	30-Nov-04	
Owner: Farley's Candy			Classes: 30						

TRADEMARK

REEL: 1753 FRAME: 0669

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Country List

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Country: AU Australia

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0213	591,179	25-Nov-89	B591,179	25-Nov-92	25-Nov-99	

Owner: Farley's Candy

Classes: 30

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Country List

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Country: BH Bahrain

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0215	107,592	14-Oct-92	TM15594	14-Nov-93	14-Oct-02	

Owner: Farley's Candy

Classes: 30

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Country List

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Country: BR Brazil

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Registered	0216			816,215,375	27-Apr-93	27-Apr-03	
Owner: Farley's Candy									
Classes: 33,10									

TRADEMARK

REEL: 1753 FRAME: 0672

Country:	CA	Canada	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark											
AERO-FORMEES	FBI	Registered	0055	363,166	09-Apr-73	203,444	29-Nov-74	29-Nov-04			
Owner: Favorite Brands International Classes: N/A											
CANDYCRAFT	FBI	Registered	0056	512,287	05-Nov-83	297,228	16-Nov-84	16-Nov-99			
Owner: Favorite Brands International Classes: N/A											
CARAPOMME	FBI	Published	0036	829500	24-May-78						
Owner: Favorite Brands International Classes: N/A											
CONFISERIE-MAISON (CANDYCRAFT)	FBI	Registered	0057	512,286	15-Nov-83	297,227	16-Nov-84	16-Nov-99			
Owner: Favorite Brands International Classes: N/A											
COUNTRY TRAIL	FAR	Registered	0217			TMA 376,86	07-Dec-90	07-Dec-05			
Owner: Farley's Candy Classes: N/A											
DAE JULIE	DAE	Registered	0327	744,140	21-Dec-93	438,175	20-Jan-95	20-Jan-10	LPS		
Owner: Dae Julie Classes: 30											
ET PAFI	FBI	Registered	0059	660,758	22-Jun-80	390,254	15-Nov-91	15-Nov-06			
Owner: Favorite Brands International Classes: N/A											
FARLEY'S SCARY FRUIT SNACKS	FAR	Registered	0219	695,131	25-Nov-91	TMA 425,23	18-Mar-94	18-Mar-09			
Owner: Farley's Candy Classes: N/A											

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Country List

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Country:	CA	Canada	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FAVORITE BRANDS INTERNATIONAL	FBI	Pending	0305	793,792	28-Sep-95						LPS
Owner: Favorite Brands International			Classes: N/A								
FBI (AND DESIGN)	FBI	Pending	0280		18-Dec-97						LPS
Owner: Favorite Brands International			Classes: 30								
FRUIT FUNNIES	FAR	Registered	0220	726,856	16-Apr-93	TMA 429,14	17-Jun-94	17-Jun-09			
Owner: Farley's Candy			Classes: N/A								
FRUIT SNACK FARLEY	FAR	Registered	0221	743,034	08-Dec-93	TMA 472,86	18-Mar-97	18-Mar-12			
Owner: Farley's Candy			Classes: N/A								
FUDGIES	FBI	Registered	0044	633204	31-May-89	368278	27-Apr-90	27-Apr-05			
Owner: Favorite Brands International			Classes: N/A								
HOLIDAY MALLOWES	FBI	Registered	0058	732,773	12-Jul-93	431,283	29-Jul-94	29-Jul-09			
Owner: Favorite Brands International			Classes: N/A								
JET-PUFFED	FBI	Registered	0051	363,165	09-Apr-73	196,607	04-Jan-74	04-Jan-04			
Owner: Favorite Brands International			Classes: N/A								
JETS	FBI	Registered	0050	412,022	15-Jun-77	233,671	08-Jun-79	08-Jun-09			
Owner: Favorite Brands International			Classes: N/A								

TRADEMARK

REEL: 1753 FRAME: 0674

Country: CA Canada

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
KIDDIE MIX Owner: Sathers	SAT	Registered	0131	688,698	30-Aug-91	403,106	25-Sep-92	25-Sep-07	
MARQUESSA Owner: Favorite Brands International	FBI	Registered	0052	611,688	22-Jul-88	364,022	22-Dec-89	22-Dec-04	
MAXI-MALLOS Owner: Favorite Brands International	FBI	Registered	0043	347,240	25-Oct-71	185,146	20-Oct-72	20-Oct-02	
MAXIS Owner: Favorite Brands International	FBI	Registered	0037	428,043	31-May-78	251,749	24-Oct-80	24-Oct-10	
MINI-MALLOS Owner: Favorite Brands International	FBI	Registered	0042	360,618	22-Jan-73	193,559	24-Aug-73	24-Aug-03	
PEE WEE Owner: Favorite Brands International	FBI	Registered	0048	344,433	14-Jul-71	194,781	12-Oct-73	12-Oct-03	
R-R ROULETTES Owner: Favorite Brands International	FBI	Registered	0049	468,081	07-Apr-81	281,933	29-Jul-83	29-Jul-98	
RED HOT METEORS Owner: Farley's Candy	FAR	Registered	0223	694,256	25-Nov-91	TMA 437,53	30-Dec-94	30-Dec-09	

Country: CA Canada

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
SATHERS Owner: Sathers	SAT	Registered	0100 Classes: N/A		02-Oct-90	390,991	29-Nov-91	29-Nov-06	
SHIMEREES Owner: Sathers	SAT	Registered	0127 Classes: N/A	662,770	24-Jul-90	387,169	26-Jul-91	26-Jul-06	
SNIPPITS Owner: Sathers	SAT	Registered	0101 Classes: N/A		24-Jul-90	390,942	29-Nov-91	29-Nov-06	
SOFTIE TOFFEE Owner: Favorite Brands International	FBI	Registered	0047 Classes: N/A	351261	15-Mar-72	189326	16-Mar-73	16-Mar-03	
SONIC BOOM Owner: Sathers	SAT	Registered	0099 Classes: N/A	746,403	30-Dec-93	477,663	15-Sep-95	15-Sep-10	
TANG-A-ROOS Owner: Sathers	SAT	Registered	0130 Classes: N/A		24-Jul-90	399,355	19-Jun-92	19-Jun-07	
TROLL (AND DESIGN) Owner: Farley's Candy	FAR	Registered	0224 Classes: N/A	743,704	15-Dec-93	TMA 458,31	31-May-96	31-May-11	
TROLLS IN TROUBLE Owner: Farley's Candy	FAR	Registered	0238 Classes: N/A	758519	30-Jun-94	TMA 458,39	31-May-96	31-May-11	

Country: CA Canada

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
WRAPPLES	FBI	Registered	0045	382280	22-Jan-75	213129	02-Apr-76	02-Apr-06	
Owner: Favorite Brands International Classes: N/A									
YUMMY GUMMIES	DAE	Registered	0328	744,142	21-Dec-93	457,707	24-May-96	24-May-11	LPS
Owner: Dae Julie Classes: 30									
ZAPPABLE	FBI	Registered	0035	656291	24-Apr-90	382771	05-Apr-91	05-Apr-06	
Owner: Favorite Brands International Classes: N/A									

Country:	MX	Mexico	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHOC-O-BUTTONS			FAR	Registered	0264	139849	18-May-92	431434	02-Mar-93	18-May-02	
Owner: Farley's Candy					Classes: 30						
CHOC-O-PEANUTS			FAR	Registered	0263	139850	18-May-92	469734	16-Aug-94	18-May-02	
Owner: Farley's Candy					Classes: 30						
COLORS			SAT	Registered	0123	124,626	16-Oct-91	423,775	16-Oct-92	16-Oct-01	
Owner: Sathers					Classes: 30						
FARLEY'S			FAR	Registered	0262	119868	09-Aug-91	421710	11-Sep-92	09-Aug-01	
Owner: Farley's Candy					Classes: 30						
FARLEY'S CALIFORNIA MIX			FAR	Registered	0261	151035	30-Sep-92	455758	30-Mar-94	30-Sep-02	
Owner: Farley's Candy					Classes: 29						
FARLEY'S DYNAMIC MIX			FAR	Registered	0260	151034	30-Sep-92	465531	04-Jul-94	30-Sep-02	
Owner: Farley's Candy					Classes: 29						
FARLEY'S ENERGIZER MIX			FAR	Registered	0259	151036	30-Sep-92	465532	04-Jul-94	30-Sep-02	
Owner: Farley's Candy					Classes: 29						
FARLEY'S SCARY FRUIT SNACKS & DESIGN			FAR	Registered	0258	127333	22-Nov-91	437968	23-Jul-93	22-Nov-01	
Owner: Farley's Candy					Classes: 30						

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Country List

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Country: MX Mexico

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FRUIT FUNNIES	FAR	Pending	0271	170788	18-Jun-93			18-Jun-03	
Owner: Farley's Candy			Classes: 30						
FRUIT TOONS	FAR	Registered	0257	155744	01-Dec-92	431842	12-Mar-93	01-Dec-02	
Owner: Farley's Candy			Classes: 30						
RED HOT METEORS	FAR	Registered	0256	127334	22-Nov-91	455750	30-Mar-94	22-Nov-01	
Owner: Farley's Candy			Classes: 30						
SONIC BOOM	SAT	Registered	0311	194,168	18-Mar-94	481,824	07-Dec-94	18-Mar-04	LPS
Owner: Sathers									
SATHERS	SAT	Registered	0113		06-Oct-89	436,612	30-Jun-93	06-Oct-99	
Owner: Sathers			Classes: 30						
SATHERS	SAT	Registered	0114			436,611	30-Jun-93		
Owner: Sathers			Classes: 29						
SHIMEREES	SAT	Registered	0126		02-Aug-90	386,377	13-Nov-90	02-Aug-00	
Owner: Sathers			Classes: 30						
SUPER TWIST	SAT	Registered	0091	165,967	22-Apr-93	503,564	14-Sep-95	22-Apr-03	
Owner: Sathers			Classes: 30						

TRADEMARK

REEL: 1753 FRAME: 0679

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Country: MX Mexico

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
TANG-A-ROOS Owner: Sathers	SAT	Registered	0283 Classes: 30	386,370	26-Jul-90	386,370	13-Nov-90	26-Jul-00	
TROLL (AND DESIGN) Owner: Farley's Candy	FAR	Registered	0255 Classes: 29	194335	23-Mar-94	482,168	09-Dec-94	23-Mar-04	
TROLLS IN TROUBLE (AND DESIGN) Owner: Farley's Candy	FAR	Registered	0254 Classes: 29	212502	20-Sep-94	481,337	05-Dec-94	20-Sep-04	

TRADEMARK

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Country: CL Chile

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0237	182397		394429	14-Oct-92	14-Oct-02	

Owner: Farley's Candy

Classes: 30

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Country: CO Colombia

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0236	94045207	04-Oct-94	171219	30-Jan-95	30-Jan-05	
Owner: Farley's Candy			Classes: 30						

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Country: CR Costa Rica

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Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0235		31-Oct-95	96435	20-Aug-96	20-Aug-06	

Classes: 30

Owner: Farley's Candy

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Country: EC Ecuador

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0234	63099	21-Nov-95	63099	15-Aug-97	15-Aug-07	
Owner: Farley's Candy									
Classes: 30									

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Country: SV El Salvador

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Published	0267	4794-95	07-Nov-95				
Owner: Farley's Candy									
Classes: 30									

TRADEMARK

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Country: GT Guatemala

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Pending	0268	95-9063	07-Dec-95				

Classes: 30

Owner: Farley's Candy

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Country: HN Honduras

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0233	2446/95	07-Mar-95	63016	20-Sep-95	20-Sep-05	

Owner: Farley's Candy
Classes: 29

TRADEMARK

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Country: HK Hong Kong

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHOC-O-BUTTONS	FAR	Registered	0232	12283/1992	12-Jun-92	B6983/1994	11-Nov-94	12-Jun-99	
Owner: Farley's Candy Classes: 30									
CHOC-O-PEANUTS	FAR	Registered	0231	12282/92	12-Jun-92	B2587/94	03-May-94	12-Jun-99	
Owner: Farley's Candy Classes: 30									

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Country: IL Israel

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0229	95158	25-Oct-94	95158	01-Jul-96	25-Oct-01	
Owner: Farley's Candy									
Classes: 30									

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Country: JM Jamaica

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Published	0269	30/2048	02-Jul-96			02-Jul-03	
Owner: Farley's Candy									
Classes: 30									

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Country: JP Japan

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0228	48574/90		2511748	31-Mar-93	31-Mar-03	
Owner: Farley's Candy									
Classes: 30									
JET-PUFFED	FAR	Pending	0306	10173/98	12-Feb-98				
Owner: Farley's Candy									
Classes: 30									
LPS									

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Country: JO Jordan

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0227	31,266	12-Oct-92	1,420	20-Jan-94	12-Oct-99	
Owner: Farley's Candy									
Classes: 30									

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Country: KR Korea, South

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHOC-O-BUTTONS	FAR	Registered	0226	92-16532	16-Jun-92	283,433	20-Jan-94	20-Jan-04	
Owner: Farley's Candy			Classes: 3						
FARLEYS	FAR	Registered	0225	90-12186	03-May-90	220,125	23-Aug-91	23-Aug-01	
Owner: Farley's Candy			Classes: 3						

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Country: KW Kuwait

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Registered	0266	26225	12-Nov-92	24194	12-Dec-93	12-Nov-02	

Owner: Farley's Candy
Classes: 30

TRADEMARK

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Country List

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Country: LB Lebanon

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Registered	0265	016/08194	25-Sep-92	58938	25-Sep-92	25-Sep-07	
Owner: Farley's Candy									
Classes: 30									

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Country: LT Lithuania

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Registered	0270	ZP15643	03-May-94	26287	29-Dec-97	03-May-04	
Owner: Farley's Candy			Classes: 30						

TRADEMARK

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Country: US Massachusetts

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
KANDY KING	SAT	Registered	0109			26,280	11-Jun-75	11-Jun-85	

Owner: Sathers

Classes: 30

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Country: US Minnesota

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
SATHERS	SAT	Registered	0115			3,183	22-Mar-67	22-Mar-07	
Owner: Sathers									
			Classes: 46						

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Country: NZ New Zealand

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Registered	0253	201776	15-May-90	B201776	09-Jul-96	15-May-97	
Owner: Farley's Candy									
Classes: 30									

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Country: OM Oman

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Pending	0272	7619	03-Nov-92			03-Nov-02	

Owner: Farley's Candy

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Country: PA Panama

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0251	061324	22-May-92	61324	25-Jan-94	25-Jan-04	
Owner: Farley's Candy									
Classes: 30									

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Country: PH Philippines

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS STYLIZED	FAR	Registered	0250	88986	26-Oct-93	64159	04-Mar-97	04-Mar-17	
Owner: Farley's Candy			Classes: 30						

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Country: PL Poland

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Pending	0273	Z-165611	22-Oct-96			22-Oct-06	

Owner: Farley's Candy

Classes: 29, 30

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Country: QA Qatar

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Registered	0274	10159	05-Oct-92	10159	25-Aug-97	05-Oct-02	
Owner: Farley's Candy			Classes: 30						

TRADEMARK

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Country: RO Romania

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Pending	0275	40312	23-Jul-96			23-Jul-06	
Owner: Farley's Candy									
Classes: 29, 30									

TRADEMARK

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Country: TW Taiwan

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHOC-O-BUTTONS Owner: Farley's Candy	FAR	Registered	0246 Classes: 24	(81)28376	11-Jun-92	593795	16-May-93	16-May-03	
CHOC-O-PEANUTS Owner: Farley's Candy	FAR	Registered	0014 Classes: 24	81/28377		611,934	16-Sep-93	16-Sep-03	LPS
FARLEYS Owner: Farley's Candy	FAR	Registered	0244 Classes: 24	79-18214	28-Apr-90	506606	01-Dec-90	01-Dec-00	
FARLEYS Owner: Farley's Candy	FAR	Registered	0245 Classes: 24	(81)28375	11-Jun-92	615762	01-Dec-90	01-Dec-00	

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Country: AE United Arab Emirates

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FBI	Registered	0041	5642	11-Dec-92	8776	04-Dec-93	11-Dec-02	
Owner: Favorite Brands International Classes: 30									
FARLEYS	FAR	Registered	0243	5642	30-Mar-94	5863	20-Jul-96	30-Mar-04	
Owner: Farley's Candy Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
AMERICAS BEST SPECIALTY FOODS	FBI	Pending	0001	75/374,100	16-Oct-97				LPS
Owner: Favorite Brands International									
AMERICAS FAVORITE BRANDS	FBI	Pending	0002	75/367814	03-Oct-97				LPS
Owner: Favorite Brands International									
AMERICAS FAVORITE SINCE (DESIGN)	FBI	Registered	0006	75/144931	05-Aug-96	2,119,233	09-Dec-97	09-Dec-07	LJN
Owner: Favorite Brands International									
BASKET BUDDIES	FAR	Registered	0148	74/160,286	24-Apr-91	1,714,710	08-Sep-92	08-Sep-02	
Owner: Favorite Brands International									
BASKET BUNCH	FAR	Published	0298	75/229,624	22-Jan-97				
Owner: Favorite Brands International									
BAT EYES	SAT	Registered	0085	75/014,677	03-Nov-95	2,082,280	22-Jul-97	22-Jul-07	
Owner: Favorite Brands International									
BEAN BALLS	FAR	Registered	0149	74/121,873	10-Dec-90	1,693,402	09-Jun-92	09-Jun-02	
Owner: Favorite Brands International									
BOOMALLOWS	FBI	Registered	0003	74/570,410	15-Sep-94	2,003,513	24-Sep-96	24-Sep-06	
Owner: Favorite Brands International									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BUNNYMALLOW	FBI	Registered	0005	74/300,392	31-Jul-92	1,796,041	28-Sep-93	28-Sep-03	
Owner: Favorite Brands International Classes: 30									
BUNNYMALLOW AND DESIGN	FBI	Registered	0004	74/343,230	09-Dec-92	1,854,275	13-Sep-94	13-Sep-04	
Owner: Favorite Brands International Classes: 30									
BUNTE (AND DESIGN)	FAR	Registered	0150	75/224,914	04-Aug-65	811,444	19-Jul-66	19-Jul-06	
Owner: Favorite Brands International Classes: 30									
BUNTE (STYLIZED)	FAR	Registered	0151	73/060,684	18-Aug-75	1,041,428	15-Jun-76	15-Jun-06	
Owner: Favorite Brands International Classes: 30									
BUNTE CHOP STIX (STYLIZED)	FAR	Registered	0159	72/238,041	04-Feb-66	829,872	06-Jun-67	06-Jun-07	
Owner: Favorite Brands International Classes: 30									
BURNING MAD FIRE ANTS	FAR	Registered	0160	74/028,709	13-Feb-90	1,719,557	22-Sep-92	22-Sep-02	
Owner: Favorite Brands International Classes: 30									
CANDI-STAND	DAE	Registered	0278	74/635,905	17-Feb-95	2,044,536	11-Mar-97	11-Mar-07	
Owner: Favorite Brands International Classes: 30									
CANDY CARNIVAL	DAE	Registered	0326	74/674,605	16-May-95	1,978,189	04-Jun-96	04-Jun-06	LPS
Owner: Favorite Brands International Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CANDY KIDS	FAR	Registered	0161	72/162,461	11-Feb-63	761,029	03-Dec-63	03-Dec-03	
Owner: Favorite Brands International Classes: 30									
CARAMEL CREAMS	FBI	LICENSE	0339						LPS
Owner: THIRD PARTY OWNER									
CATCH OF THE DAY	DAE	Registered	0062	75/076,638	21-Mar-96	2,145,204	17-Mar-98	17-Mar-08	
Owner: Favorite Brands International Classes: 30									
CEMETERY SOURS	FAR	Pending	0314	75/431,002	05-Feb-98				LPS
Owner: Favorite Brands International Classes: 30									
CHAMPAGNE MIX	SAT	Registered	0136	74/570,077	06-Sep-94	1,918,231	12-Sep-95	12-Sep-05	
Owner: Favorite Brands International Classes: 30									
CHERRY CRUSH (AND DESIGN)	FAR	Registered	0163	71/138,812	26-Oct-20	142,656	17-May-21	17-May-01	
Owner: Favorite Brands International Classes: 30									
CHEWY MIX	SAT	Pending	0076	75/152,179	19-Aug-96				
Owner: Favorite Brands International Classes: 30									
CHOC-O-BUTTONS	FAR	Registered	0164	469,463	09-Mar-84	1,323,575	05-Mar-85	05-Mar-05	
Owner: Favorite Brands International Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHOC-O-PEANUTS	FAR	Registered	0165	471,518	22-Mar-84	1,353,124	06-Aug-85	06-Aug-05	
Owner: Favorite Brands International Classes: 30									
CHOCOLATE FAVORITES	FBI	Published	0007	75/363933	26-Sep-97				
Owner: Favorite Brands International Classes: 30									
CHRISTMAS LIGHTS	SAT	Registered	0090	75/051,588	01-Feb-96	2,109,740	28-Oct-97	28-Oct-07	
Owner: Favorite Brands International Classes: 30									
CLEARLY FRUIT	FAR	LICENSE	0317						LPS
Owner: THIRD PARTY OWNER Classes: 30									
CLEARLY MINT	FAR	Registered	0166	74/384,197	27-Apr-93	1,906,722	18-Jul-95	18-Jul-05	
Owner: Favorite Brands International Classes: 30									
COUNTRY CREAMS	SAT	Registered	0071	75/076,092	21-Mar-96	2,122,256	16-Dec-97	16-Dec-07	
Owner: Favorite Brands International Classes: 30									
CRAZY SEA CREATURES	FAR	Registered	0169	74/040,036	19-Mar-90	1,698,465	30-Jun-92	30-Jun-02	
Owner: Favorite Brands International Classes: 30									
CREEPY CRAWLERS	FBI	LICENSE	0318						LPS
Owner: THIRD PARTY OWNER Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CUPID'S TREATS	SAT	Registered	0069	75/014,676	03-Nov-95	2,148,092	31-Mar-98	31-Mar-08	
Owner: Favorite Brands International Classes: 30									
DAE JULIE	DAE	Registered	0331	73/681,697	31-Aug-87	1,488,734	17-May-88	17-May-08	LPS
Owner: Favorite Brands International Classes: 30									
DARLIN MARLIN	DAE	Registered	0065	75/031,768	13-Dec-95	2,072,775	17-Jun-97	17-Jun-07	
Owner: Favorite Brands International Classes: 30									
DIANA	FAR	Registered	0170	71/066,961	18-Nov-12	104,316	18-May-15	18-May-15	
Owner: Favorite Brands International Classes: 30									
EGG-CELLENT BUBBLES	SAT	Published	0078	75/270,656	08-Apr-97				
Owner: Favorite Brands International Classes: 30									
FARLEY SELECT	FAR	Registered	0171	74/414,502	19-Jul-93	1,906,725	18-Jul-95	18-Jul-05	
Owner: Favorite Brands International Classes: 30									
FARLEY'S	FAR	Registered	0172	33,910	07-Oct-74	1,044,334	20-Jul-76	20-Jul-06	
Owner: Favorite Brands International Classes: 30									
FARLEY'S	FAR	Pending	0332	75/414,698	07-Jan-98				LPS
Owner: Farley's Candy Classes: 29									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S (STYLIZED)	FBI	Pending	0152	75/415,314	08-Jan-98				LPS
Owner: Favorite Brands International Classes: 30									
FARLEY'S (STYLIZED)	FBI	Pending	0153	75/414,698	07-Jan-98				LPS
Owner: Favorite Brands International Classes: 29									
FARLEY'S AMERICAN FRUIT	FAR	Pending	0300	75/229,623	22-Jan-97				
Owner: Favorite Brands International Classes: 30									
FARLEY'S DESIGN MARK	FBI	Unfiled	0008						
Owner: Favorite Brands International Classes: 29, 30									
FARLEY'S SCARY FRUIT SNACKS (AND DESIGN)	FAR	Registered	0174	74/201,059	06-Sep-91	1,710,259	25-Aug-92	25-Aug-02	
Owner: Favorite Brands International Classes: 30									
FARLEY'S ZESTY CHIPS 'N STIX FAR	FAR	Registered	0175	74/194,637	14-Aug-91	1,750,297	02-Feb-93	02-Feb-03	
Owner: Favorite Brands International Classes: 30									
FAVORITE BRANDS INTERNATIONAL	FBI	Published	0011	74/719,492	23-Aug-95				
Owner: Favorite Brands International Classes: 30									
FBI AND DESIGN	FBI	Published	0009	75/077,433	22-Mar-96				
Owner: Favorite Brands International Classes: 30									

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FRUIT FUNNIES	FAR	Registered	0176	74/372,245	26-Mar-93	1,851,833	30-Aug-94	30-Aug-04	
Owner: Favorite Brands International Classes: 30									
FRUIT SNACK FARLEY	FAR	Registered	0177	74/438,352	21-Sep-93	1,903,690	04-Jul-95	04-Jul-05	
Owner: Favorite Brands International Classes: 30									
FUDGIES	FBI	Registered	0013	74/416,351	22-Jul-93	1,920,004	19-Sep-95	19-Sep-05	
Owner: Favorite Brands International Classes: 30									
FUN YOU CAN EAT	FBI	Published	0016	75/217,335	23-Dec-96				
Owner: Favorite Brands International Classes: 30									
FUNMALLOW'S	FBI	Registered	0015	74/169,425	17-May-91	1,689,205	26-May-92	26-May-02	
Owner: Favorite Brands International Classes: 30									
GLISTENS	FAR	Registered	0179	74/160,287	24-Apr-91	1,770,848	11-May-93	11-May-03	
Owner: Favorite Brands International Classes: 30									
GOLD EDITION	FAR	Registered	0184	74/623,662	20-Jan-95	1,942,778	19-Dec-95	19-Dec-05	
Owner: Favorite Brands International Classes: 30									
GUMMALLOW'S	DAE	Registered	0060	75/140,311	26-May-96	2,127,831	06-Jan-98	06-Jan-08	
Owner: Favorite Brands International Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
HAND-ME-OUTS	FAR	Registered	0181	74/522,502	05-May-94	1,888,726	11-Apr-95	11-Apr-05	
Owner: Favorite Brands International Classes: 30									
HEADSTONES	SAT	Registered	0086	75/014,675	03-Nov-95	2,084,754	29-Jul-97	29-Jul-07	
Owner: Favorite Brands International Classes: 30									
HEAVENLY CONFECTIONS	FAR	Registered	0180	74/376,260	02-Apr-93	1,894,669	16-May-95	16-May-05	
Owner: Favorite Brands International Classes: 30									
HEAVENLY CONFECTIONS AND DESIGN	FBI	Published	0345	75/289,143	09-May-97				LPS
Owner: Favorite Brands International Classes: 30									
HOLIDAY CREMES	FBI	Pending	0292		28-Apr-98				LPS
Owner: Favorite Brands International Classes: 30									
HOLIDAY MALLOWES	FBI	Registered	0018	74/371,807	25-Mar-93	1,893,709	09-May-95	09-May-05	
Owner: Favorite Brands International Classes: 30									
HOLIDAY MALLOWES AND DESIGN	FBI	Registered	0019	74/476,708	05-Jan-94	1,868,504	20-Dec-94	20-Dec-04	
Owner: Favorite Brands International Classes: 30									
HOLLY JOLLY	FBI	Pending	0333	75/466,325	10-Apr-98				LPS
Owner: Favorite Brands International Classes: 29									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ITSY BITSY	FAR	Registered	0185	74/563,204	15-Aug-94	1,967,803	16-Apr-96	16-Apr-06	
Owner: Favorite Brands International Classes: 30									
JELLY BELLS	FBI	Pending	0289		28-Apr-98				LPS
Owner: Favorite Brands International Classes: 30									
JELLY WREATHS	FBI	Pending	0294		28-Apr-98				LPS
Owner: Favorite Brands International Classes: 30									
JENNIE LEE (STYLIZED)	FAR	Registered	0182	71/622,701	15-Mar-54	609,223	19-Jul-55	19-Jul-05	
Owner: Favorite Brands International Classes: 30									
JET-PUFFED	FBI	Registered	0020	74/168,126	17-May-91	1,729,650	03-Nov-92	03-Nov-02	
Owner: Favorite Brands International Classes: 30									
JETS	FBI	Pending	0021	74/636635	21-Feb-95				
Owner: Favorite Brands International Classes: 30									
JEWELS & GEMS	SAT	Registered	0080	74/696,991	03-Jul-95	2,063,909	20-May-97	20-May-07	
Owner: Favorite Brands International Classes: 30									
KIDD'S AND DESIGN	FBI	Registered	0022	74/277883	22-May-92	1,744,722	05-Jan-93	05-Jan-03	
Owner: Favorite Brands International Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
KITCHEN DELIGHT	SAT	Registered	0120	73/127,944	25-May-77	1,091,937	23-May-78	23-May-08	
Owner: Favorite Brands International Classes: 30									
KITCHEN FRESH (AND DESIGN)	SAT	Registered	0107	73/060,843	19-Aug-75	1,119,369	29-May-79	29-May-99	
Owner: Favorite Brands International Classes: 30									
KOOKY SPOOKS	SAT	Registered	0077	75/270,757	08-Apr-97	2,134,574	03-Feb-98	03-Feb-08	
Owner: Favorite Brands International Classes: 30									
KWAZY WABBITS	SAT	Pending	0311	75/430,138	06-Feb-98				LPS
Owner: Favorite Brands International Classes: 30									
LIQUIDATORS	FBI	Pending	0337	75/466,785	10-Apr-98				LPS
Owner: Favorite Brands International Classes: 30									
LOTS A POPS	FBI	Pending	0023	75/368976	06-Oct-97				
Owner: Favorite Brands International Classes: 30									
LOUD TROUT	DAE	Registered	0066	75/032,015	13-Dec-95	2,072,776	17-Jun-97	17-Jun-07	
Owner: Favorite Brands International Classes: 30									
MAKE IT JET-PUFFED PERFECT	FBI	Published	0025	75/364532	29-Sep-97				
Owner: Favorite Brands International Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
MALLOW MANIA	FBI	Published	0026	75/221,770	06-Jan-97				
Owner: Favorite Brands International Classes: 30									
MARSHMALLOW ZANY SNACKS	FBI	Published	0027	75/233,114	29-Jan-97				
Owner: Favorite Brands International Classes: 30									
MEGAMONSTER ROLL	FBI	Published	0024	75/278,908	22-Apr-97				
Owner: Favorite Brands International Classes: 29									
MISCELLANEOUS DESIGN (JUMPING KANGAROO)	SAT	Registered	0084	75/014,536	03-Nov-95	2,098,139	16-Sep-97	16-Sep-07	
Owner: Favorite Brands International Classes: 30									
MVP SPORTS	FBI	Pending	0157	75/427754	02-Feb-98				LPS
Owner: Favorite Brands International Classes: 29									
NATURE'S TREASURE	FAR	Registered	0187	73/414,425	22-Feb-83	1,315,951	22-Jan-85	22-Jan-05	
Owner: Favorite Brands International Classes: 29, 30									
NOTHING NIBBLES NICER	FAR	Registered	0189	226,409	25-Aug-65	818,060	01-Nov-66	01-Nov-06	
Owner: Favorite Brands International Classes: 30									
ORIGINAL JET-PUFFED MARSHMALLOWS (& DESIGN)	FBI	Pending	0315	75/435,937	17-Feb-98				LPS
Owner: Favorite Brands International Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
OUTDOORSMAN'S FAVORITE	FAR	Registered	0190	74/673,072	12-May-95	2,089,639	19-Aug-97	19-Aug-07	
Owner: Favorite Brands International Classes: 29, 30									
PARRROT POPS	SAT	Registered	0088	75/051,711	01-Feb-96	2,109,741	28-Oct-97	28-Oct-07	
Owner: Favorite Brands International Classes: 30									
PEACHY PENGUINS	FBI	Pending	0028	75/402,648	09-Dec-97				
Owner: Favorite Brands International Classes: 30									
PIPPIN (STYLIZED)	FAR	Registered	0192	71/484,664	25-Sep-47	504,892	21-Dec-48	21-Dec-08	
Owner: Favorite Brands International Classes: 30									
POWER FRUIT	FAR	Registered	0193	74/398,224	02-Jun-93	1,931,956	31-Oct-95	31-Oct-05	
Owner: Favorite Brands International Classes: 29									
POWER RANGERS IN SPACE	FBI	LICENSE	0319						
Owner: THIRD PARTY OWNER Classes: 30									
PUCKER PUSS	FAR	Registered	0194	74/224,694	25-Nov-91	1,829,930	05-Apr-94	05-Apr-04	
Owner: Favorite Brands International Classes: 30									
REALLY NATURALS	FAR	Registered	0303	216,980	24-May-79	1,146,263	20-Jan-81	20-Jan-01	
Owner: Favorite Brands International Classes: 30									

LPS

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
REALLY NATURALS (AND DESIGN)	FAR	Registered	0195	73/442,897	08-Sep-83	1,342,931	18-Jun-85		
Owner: Favorite Brands International Classes: 29, 30									
RUGGRATS	FBI	LICENSE	0320						LPS
Owner: THIRD PARTY OWNER Classes: 30									
SANTA BUTTONS	SAT	Pending	0079	75/271,378	08-Apr-97				
Owner: Favorite Brands International Classes: 30									
SANTA'S STOCKINGS	SAT	Registered	0087	75/051,714	01-Feb-96	2,109,742	28-Oct-97	28-Oct-07	
Owner: Favorite Brands International Classes: 30									
SATHERS	SAT	Registered	0116	266,394	10-Mar-67	846,765	26-Mar-68	26-Mar-08	
Owner: Favorite Brands International Classes: 29, 30									
SATHERS	SAT	Registered	0117	654,855	13-Apr-87	1,514,739	29-Nov-88	29-Nov-98	
Owner: Favorite Brands International Classes: 29									
SATHERS	SAT	Registered	0118	73/729,275	19-May-88	1,522,815	31-Jan-89	31-Jan-99	
Owner: Favorite Brands International Classes: 30									
SCARY (STYLIZED)	FBI	Pending	0281	75/435,941	17-Feb-98				LPS
Owner: Favorite Brands International Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
SCARY GUMMIE CREATURES	FBI	Pending	0284	73/431,261	05-Feb-98				LPS
Owner: Favorite Brands International Classes: 30									
SHARK WAVE	FAR	Published	0302	73/284,858	01-May-97				
Owner: Favorite Brands International Classes: 29									
SHIMEREES	SAT	Registered	0125	73/613,447	07-Aug-86	1,438,665	05-May-87	05-May-07	
Owner: Favorite Brands International Classes: 30									
SIDEWINDERS	FBI	Pending	0291	73/435,437	17-Feb-98				LPS
Owner: Favorite Brands International Classes: 30									
SNACKS TO GO	SAT	Registered	0140	74/710,401	03-Aug-95	2,026,565	31-Dec-96	31-Dec-06	
Owner: Favorite Brands International Classes: 29									
SNIPPITS	SAT	Registered	0147	73/613,731	08-Aug-86	1,436,590	14-Apr-87	14-Apr-07	
Owner: Favorite Brands International Classes: 30									
SOFTEE TOFFEE	FBI	Published	0029	73/068,222	06-Mar-96				
Owner: Favorite Brands International Classes: 30									
SONIC BOOM	SAT	Registered	0098	74/450,760	20-Oct-93	1,874,795	17-Jan-95	17-Jan-05	
Owner: Favorite Brands International Classes: 30									

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
SONIC BOOM POPS	SAT	Registered	0068	75/014,679	03-Nov-95	2,134,852	03-Feb-98	03-Feb-08	
Owner: Favorite Brands International Classes: 30									
SOUR PALS	DAE	Published	0063	75/116,887	10-Jun-96				
Owner: Favorite Brands International Classes: 30									
STARMALLOW	FBI	Registered	0031	75/152,851	19-Aug-96	2,065,281	27-May-97	27-May-07	
Owner: Favorite Brands International Classes: 30									
STARMALLOW AND DESIGN	FBI	Registered	0030	75/068,221	06-Mar-96	2,054,682	22-Apr-97	22-Apr-07	
Owner: Favorite Brands International Classes: 30									
STOVE (DESIGN ONLY)	SAT	Registered	0122	73/275,189	22-Aug-80	1,199,761	29-Jun-82	29-Jun-02	
Owner: Favorite Brands International Classes: 30									
STREET SHARKS	FBI	LICENSE	0323						
Owner: THIRD PARTY OWNER Classes: 30									
SUPER JELLIES	FAR	Registered	0196	72/312,180	14-Nov-68	886,545	17-Feb-70	17-Feb-00	
Owner: Favorite Brands International Classes: 30									
SWEET CHOICE	FAR	Registered	0198	73/825,040	13-Sep-89	1,608,414	31-Jul-90	31-Jul-00	
Owner: Favorite Brands International Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
SWEET INCLUSIONS	FBI	Pending	0032	75/321,451	09-Jul-97				
Owner: Favorite Brands International Classes: 30									
TANG-A-ROO TAILS	SAT	Registered	0143	74/715,622	15-Aug-95	2,093,504	02-Sep-97	02-Sep-07	
Owner: Favorite Brands International Classes: 30									
TANG-A-ROO TARTS	SAT	Registered	0081	74/715,970	31-Jul-95	2,082,155	22-Jul-97	22-Jul-07	
Owner: Favorite Brands International Classes: 30									
TANG-A-ROOS	SAT	Registered	0102	74/023,867	29-Jan-90	1,620,242	30-Oct-90	30-Oct-00	
Owner: Favorite Brands International Classes: 30									
TANGY FRUITS	SAT	Published	0144	74/564,574	23-Aug-94				
Owner: Favorite Brands International Classes: 30									
TARTINES	FAR	Registered	0199	72/254,112	09-Sep-66	847,103	02-Apr-68	02-Apr-08	
Owner: Favorite Brands International Classes: 30									
TASTE T SWEET (AND DESIGN) FAR	FAR	Registered	0200	407,651	29-Dec-82	1,299,752	09-Oct-84	09-Oct-04	
Owner: Favorite Brands International Classes: 30									
TEENAGE MUTANT NINJA TURTLES	FBI	LICENSE	0321						LPS
Owner: THIRD PARTY OWNER Classes: 30									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
THE NATIONAL VALUE LINE	SAT	Registered	0096	74/431,236	02-Sep-93	1,840,754	21-Jun-94	21-Jun-04	
Owner: Favorite Brands International			Classes: 30						
THE ROLL	FAR	Registered	0201	74/518,328	28-Apr-94	1,900,238	13-Jun-95	13-Jun-05	
Owner: Favorite Brands International			Classes: 29						
TONGUE TORCHERS	SAT	Registered	0083	74/715,844	15-Aug-95	2,077,983	08-Jul-97	08-Jul-07	
Owner: Favorite Brands International			Classes: 30						
TRADING HEARTS	FAR	Registered	0202	74/409,199	30-Jun-93	1,879,296	14-Feb-95	14-Feb-05	
Owner: Favorite Brands International			Classes: 30						
TROLL	FAR	Registered	0203	74/394,415	25-May-93	2,076,644	08-Jul-97	08-Jul-07	
Owner: Favorite Brands International			Classes: 29						
TROLL (AND DESIGN)	FAR	Registered	0204	74/394,777	25-May-93	2,053,732	22-Apr-97	22-Apr-07	
Owner: Favorite Brands International			Classes: 30						
TROLL LOLLYPOPS	FAR	Registered	0205	74/317,904	28-Sep-92	1,922,275	26-Sep-95	26-Sep-05	
Owner: Favorite Brands International			Classes: 30						
TROLL POP	FAR	Registered	0206	74/315,165	11-Sep-92	1,922,274	26-Sep-95	26-Sep-05	
Owner: Favorite Brands International			Classes: 30						

TRADEMARK

REEL: 1753 FRAME: 0724

Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
TROLL POPS	FAR	LICENSE	0322						LPS
Owner: THIRD PARTY OWNER									
TROLL SUCKERS	FAR	Registered	0207	74/317,905	28-Sep-92	1,922,276	26-Sep-95	26-Sep-05	
Owner: Favorite Brands International									
VAMPIRE TEETH	SAT	Registered	0089	75/051,715	01-Feb-96	2,098,223	16-Sep-97	16-Sep-07	
Owner: Favorite Brands International									
WATERMELON PIGS	DAE	Published	0061	74/656,138	05-Apr-95				
Owner: Favorite Brands International									
WHOLESOME PLEASURES	SAT	Published	0072	75/976,973	22-Mar-96				
Owner: Favorite Brands International									
WHOLESOME PLEASURES	SAT	Published	0073	75/088,749	22-Mar-96				
Owner: Favorite Brands International									
WORLD'S GREATEST GUMMIES DAE		Registered	0329	74/675,434	17-May-95	2,039,759	25-Feb-97	25-Feb-07	LPS
Owner: Favorite Brands International									
WRAPPLES	FBI	Published	0033	75/037,785	27-Dec-95				LPS
Owner: Favorite Brands International									

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Country: US United States of America

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
YOU'VE NEVER TASTED SO MUCH FUN	FAR	Registered	0208	74/424,126	13-Aug-93	1,949,387	16-Jan-96	16-Jan-06	
Owner: Favorite Brands International			Classes: 29, 30						
YULETIDE MIX	FBI	Pending	0296		28-Apr-98				LPS
Owner: Favorite Brands International			Classes: 30						
YUMMY GUMMIES	DAE	Registered	0325	74/462,897	24-Nov-93	1,861,097	01-Nov-94	01-Nov-04	LPS
Owner: Favorite Brands International			Classes: 30						
ZAP AN APPLE	FBI	Pending	0034	75/412401	29-Dec-97				
Owner: Favorite Brands International			Classes: 30						
ZESTIX	SAT	Published	0070	75/080,426	21-Mar-96				
Owner: Favorite Brands International			Classes: 30						

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Country: UY Uruguay

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEYS	FAR	Registered	0242	237710		237710	15-Mar-91	15-Mar-01	

Owner: Farley's Candy

Classes: 30

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Country: VE Venezuela

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHOCO-BUTTONS	FAR	Pending	0276	1106792	28-May-92				
Owner: Farley's Candy									
CHOCO-BUTTONS	FBI	Pending	0040	11,067-92	25-Aug-92				
Owner: Favorite Brands International									
Classes: 29, 30, 31									
FARLEYS	FBI	Unfiled	0038	11,102-92					
Owner: Favorite Brands International									
Classes: 29, 30, 31									
FARLEYS	FAR	Pending	0277	11102-92	29-May-92				
Owner: Farley's Candy									

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Country: VN Vietnam

Trademark	Division	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
FARLEY'S	FAR	Registered	0239	24622	05-Sep-95	20861	30-May-96	05-Sep-05	
Owner: Farley's Candy									

Classes: 29, 30

ACKNOWLEDGEMENT AND CONSENT

The undersigned hereby acknowledges receipt of a copy of the Guarantee and Collateral Agreement dated as of May 19, 1998 (the "Agreement"), made by the Grantors parties thereto for the benefit of The Chase Manhattan Bank, as Administrative Agent. The undersigned agrees for the benefit of the Administrative Agent and the Lenders as follows:

1. The undersigned will be bound by the terms of the Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.

2. The undersigned will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 6.3(c) of the Agreement.

3. The terms of Sections 5.7(a) and 6.7 of the Agreement shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 5.7(a) or 6.7 of the Agreement.

[NAME OF ISSUER]

By: _____

Name:

Title:

Address for Notices:

Fax:

Annex 1 to
Guarantee and Collateral Agreement

ASSUMPTION AGREEMENT, dated as of _____, _____, made by _____, a _____ corporation (the "Additional Grantor"), in favor of THE CHASE MANHATTAN BANK, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

W I T N E S S E T H :

WHEREAS, Favorite Brands International, Inc. (the "Borrower"), Favorite Brands International Holding Corp. ("Holdings"), the Lenders, the Co-Syndication Agents and the Administrative Agent have entered into a Credit Agreement, dated as of May 19, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of May 19, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral

Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By: _____

Name:

Title:

Annex 1-A to
Assumption Agreement

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

Supplement to Schedule 7

Supplement to Schedule 8

COLLECTION DEPOSIT ACCOUNT AGREEMENT

COLLECTION DEPOSIT ACCOUNT AGREEMENT, dated as of _____ (this "Agreement"), among [NAME OF GRANTOR], a [Delaware] corporation (the "Grantor"), THE CHASE MANHATTAN BANK, a New York banking corporation, as administrative agent (the "Administrative Agent") for the benefit of the Lenders, the Issuing Lender and certain other Persons (as such terms are defined in the Credit Agreement, dated as of May 19, 1998, among Favorite Brands International Holding Corp. ("Holdings"), Favorite Brands International, Inc. (the "Borrower"), Bank of America National Trust and Savings Association, as documentation agent for the Lenders and as co-syndication agent for the Lenders, the Lenders and the Administrative Agent (the "Credit Agreement")), [and _____, a [national] banking corporation (the "Sub-Agent").]

WITNESSETH

WHEREAS, as a condition precedent to the Closing Date under the Credit Agreement, the Grantor executed the Guarantee and Collateral Agreement, dated as of May 19, 1998 (the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for its benefit and the benefit of the Lenders and other holders of Obligations (as defined in the Guarantee and Collateral Agent);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for its benefit and the benefit of the Lenders and the other holders of Obligations, a security interest in all of the Grantor's deposit accounts, other accounts and other Collateral (as defined in the Guarantee and Collateral Agreement), to secure the payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement;

WHEREAS, the Sub-Agent has agreed to act as collection bailee (not as an agent) of the Administrative Agent to receive payments on the deposit accounts and other accounts; and

WHEREAS, the parties hereto desire to define hereunder certain rights and obligations among them with respect to the appointment of the Sub-Agent;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. APPOINTMENT

The Administrative Agent hereby appoints the Sub-Agent as its collection bailee under the Guarantee and Collateral Agreement and authorizes the Sub-Agent, on the terms and

subject to the conditions set forth herein, to receive payments in respect of the Collection Deposit Account (as defined in Section 2 hereof).

2. COLLECTION DEPOSIT ACCOUNT

Contemporaneously with the execution and delivery by the Sub-Agent of this Agreement, and for the purposes of this Agreement, the Sub-Agent shall establish and maintain one or more collection accounts for the benefit of the Administrative Agent (all such accounts, collectively, the "Collection Deposit Account"). The Collection Deposit Account shall be designated with the title "_____ Collateral Account, for the benefit of The Chase Manhattan Bank, as Administrative Agent and secured party." All checks, drafts and other instruments for the payment of money ("Payment Items") received by the Sub-Agent, and all proceeds of the deposit of the Payment Items, shall be deposited in the Collection Deposit Account. Such Payment Items, including, without duplication, the proceeds of the deposit of the Payment Items, shall not be commingled with any other funds. All funds at any time on deposit in the Collection Deposit Account shall be held by the Sub-Agent for application in accordance with the terms of this Agreement. The Sub-Agent agrees to give the Administrative Agent prompt notice if the Collection Deposit Account shall become subject to any writ, judgment, warrant of attachment, execution or similar process. As security for the payment and performance of the Obligations (as defined in the Guarantee and Collateral Agreement), the Grantor hereby pledges, assigns and transfers to the Administrative Agent, and hereby creates and grants to the Administrative Agent, a security interest in the Collection Deposit Account and all property and assets held therein (the "Collection Deposit Account Collateral"). To the extent not inconsistent with the terms of this Agreement, the maintenance and administration of the Collection Deposit Account shall be governed by the rules and regulations of the Sub-Agent.

3. CONTROL OF COLLECTION DEPOSIT ACCOUNT

The Administrative Agent shall have the sole right of withdrawal over the Collection Deposit Account. Upon the instruction of the Administrative Agent, the Sub-Agent shall transmit to the Administrative Agent such funds via Automatic Clearing House (as originated by the Administrative Agent) and Payment Items on deposit in the Collection Deposit Account as specified in such instruction, by [__:__] A.M. (New York time) on the Business Day following the date of receipt of such instruction; provided, however, that the Sub-Agent shall have the right not to honor any such instructions to the extent any funds on deposit in the Collection Deposit Account are uncollected funds on the date of transmission thereof. Notwithstanding the foregoing, upon receipt and effectiveness of written, telex or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing) from the Administrative Agent so directing the Sub-Agent at any time, the Sub-Agent shall immediately transmit to the Administrative Agent, at the office specified in such notice, all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account (provided that funds on deposit which are subject to collection shall be transmitted promptly upon collection). If so directed in such notice, from and after the effective date of such

notice, the Sub-Agent shall deliver directly to the Administrative Agent at the office specified in such notice all Payment Items received by or in the possession of the Sub-Agent without depositing such Payment Items in the Collection Deposit Account or any other account.

4. ADMINISTRATIVE AGENT'S OFFICERS

For purposes of this Agreement, any officer of the Administrative Agent shall be authorized to act, and to give instructions and notice, on behalf of the Administrative Agent hereunder. The Sub-Agent is authorized to act on the instructions of anyone reasonably believed by the Sub-Agent to be an officer of the Administrative Agent.

5. FEES; TERMINATION

The fees for the services of the Sub-Agent hereunder shall be at the Sub-Agent's standard rate and shall be the responsibility of the Grantor and shall be payable monthly; provided, however, that notwithstanding the terms of any agreement under which any Collection Deposit Account has been established with the Sub-Agent, the Grantor agrees not to terminate any such agreement without the consent of the Administrative Agent for any reason for so long as any Obligations (as defined in the Guarantee and Collateral Agreement) then due and payable remain outstanding. The Administrative Agent shall not have any responsibility or liability for the payment of any such fee, except that the Administrative Agent shall pay to the Sub-Agent, within five business days after receipt by the Administrative Agent of written notice demanding the payment of such fees, the standard fees for its services hereunder which accrue from and after the date of delivery to the Sub-Agent of the notices described in the third sentence of Section 3 or Section 8 hereof to the extent such fees are not paid by the Grantor within five business days after the date when due.

6. SUB-AGENT'S DUTIES; STANDARD OF CARE

The Sub-Agent may perform any of its duties hereunder by or through its agents, officers or employees and shall be entitled to rely upon the advice of counsel as to its duties. The Sub-Agent shall not be liable to the Administrative Agent, the Lenders or the Grantor for any action taken or omitted to be taken by it in good faith, nor shall the Sub-Agent be responsible to the Administrative Agent, the Lenders or the Grantor for the consequences of any oversight or error of judgment or be answerable to the Administrative Agent, the Lenders or the Grantor for the same unless the same shall happen through the Sub-Agent's gross negligence or willful misconduct. In no event shall the Sub-Agent be responsible for losses or delays from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond the Sub-Agent's control. The Sub-Agent shall not be liable in any event for indirect or consequential damages even if the Sub-Agent has been informed of the possibility of such damages. If at any time Sub-Agent is uncertain as to its rights or duties under this Agreement, Sub-Agent may consult an attorney and, upon notice to the Administrative Agent and the Grantor, may interplead any funds in the Collection Deposit Account into a court of competent jurisdiction, and the Grantor agrees to reimburse Sub-

Agent for any reasonable, out-of-pocket costs incurred by the Sub-Agent in connection therewith.

7. ORGANIZATION; CORPORATE POWERS

The Sub-Agent hereby represents and warrants that (i) it is a bank, duly organized, validly existing and in good standing under the laws of the United States and has full corporate power and authority under such laws to execute and deliver, and to perform the obligations contemplated by, this Agreement, and (ii) the execution, delivery and performance of this Agreement by the Sub-Agent has been duly and effectively authorized by all necessary corporate action, and this Agreement has been duly executed and delivered by the Sub-Agent and constitutes a valid and binding obligation of the Sub-Agent enforceable in accordance with its terms.

8. RESIGNATION OF SUB-AGENT

The Sub-Agent may resign at any time as Sub-Agent hereunder by delivery to the Administrative Agent and the Grantor of written notice of resignation not less than thirty days prior to the effective date of such resignation. The Sub-Agent may be removed by the Administrative Agent at any time, with or without cause, by written, telex or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing) of removal delivered to the Sub-Agent and the Grantor. Upon receipt and effectiveness of such notice of removal or resignation, the Sub-Agent will (i) immediately transmit to the Administrative Agent at the office specified in Section 11 hereof (or such other office as the Administrative Agent shall specify), as soon as collected, the funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account (provided, however, that if the Sub-Agent, within fifteen days after the date of any such transmittal, provides the Administrative Agent with written notice describing in reasonable detail the dishonor of, or failure of the Sub-Agent to receive final payment on, any Payment Item deposited into the Collection Deposit Account or the Sub-Agent's improper deposit into the Collection Deposit Account of any checks, drafts and other instruments for the payment of money not payable to the Grantor, then the Administrative Agent, within five business days after receipt of such notice, shall reimburse the Sub-Agent for the amount of such dishonored Payment Items and such improperly deposited checks, drafts and other instruments for the payment of money but only to the extent that the Sub-Agent has not previously debited the Collection Deposit Account or otherwise exercised any rights of setoff in respect of such amounts, and then only to the extent the monies relating to such dishonored Payment Items and such improperly deposited checks, drafts and other instruments have been actually transmitted to the Administrative Agent pursuant to the second and third sentences of Section 3 hereof or this clause (i) of this Section 8, (ii) deliver directly to the Administrative Agent at the office specified in Section 11 hereof (or such other office as the Administrative Agent shall specify) all Payment Items in the possession of the Sub-Agent, without depositing such Payment Items in the Collection Deposit Account or any other account, and (iii) deliver any Payment Items received after such notice, in whatever form received, directly to the Administrative Agent at

the office specified in Section 11 hereof (or such other office as the Administrative Agent shall specify).

9. CONSENT TO APPOINTMENT; NO LIABILITY

The Grantor consents to the appointment of the Sub-Agent. The Grantor acknowledges that the Sub-Agent shall incur no liability to the Grantor as a result of any action taken pursuant to an instruction given by the Administrative Agent in accordance with the provisions of this Agreement unless the same shall happen through the Sub-Agent's gross negligence or willful misconduct.

10. TERM; SURVIVAL OF OBLIGATIONS

The term of this Agreement shall extend from the date hereof until the earlier of (i) receipt by the Sub-Agent of a notice of termination of this Agreement executed by each of the Administrative Agent and the Grantor and captioned a "Notice of Termination," and (ii) the date of termination specified in the notice of removal given by the Administrative Agent, or notice of resignation given by the Sub-Agent, as the case may be, pursuant to Section 8 hereof. The obligations of the Sub-Agent contained in the last sentence of Section 3 hereof and in the third sentence of Section 8 hereof, and the Administrative Agent's obligations in respect of fees as described in the last sentence of Section 5 hereof and in the third sentence of Section 8 hereof shall survive the termination of this Agreement; provided, that such obligations of the Sub-Agent shall terminate six months after the termination of this Agreement and any Payment Items thereafter received shall be returned to the senders thereof.

11. NOTICES

All notices and communications hereunder shall be in writing (except where telephonic instructions or notices are authorized herein) and shall be deemed to have been received and shall be effective on the Sub-Agent's first business day after the day on which received by the party to whom addressed (if received prior to 3 p.m. on such day), or on the second business day of the Sub-Agent after the day on which received by the party to whom addressed (if received after 3 p.m. on such day), (including delivery by telex) (a) in the case of the Administrative Agent, addressed to it at 270 Park Avenue, New York, New York 10017, to the attention of [_____], (b) in the case of the Sub-Agent, addressed to it at _____, to the attention of _____, and (c) in the case of the Grantor, addressed to it at _____, to the attention of _____.

12. NO ASSIGNMENT

The Sub-Agent will not assign or transfer any of its rights or obligations hereunder (other than to the Administrative Agent) without the prior written consent of the other parties hereto.

13. AMENDMENTS

This Agreement may be amended only by a written instrument executed by the Administrative Agent, the Sub-Agent and the Grantor, acting by their representative officer thereunto duly authorized.

14. NO SETOFF

The Sub-Agent hereby irrevocably waives (so long as the Credit Agreement is in effect) any banker's lien or any other security interest or other claims the Sub-Agent may now have or hereafter have against, or any right to setoff against, or otherwise deduct from, any funds held in the Collection Deposit Account or any Payment Items for any indebtedness or other claim owed by the Grantor to the Sub-Agent, except that, notwithstanding anything in this Agreement, the Sub-Agent may debit the Collection Deposit Account or exercise a right of setoff against the Collection Deposit Account for fees owed to the Sub-Agent and not paid in accordance with this Agreement, and for the amount of any Payment Item deposited into the Collection Deposit Account which is dishonored or in respect of which the Sub-Agent fails to receive final payment, or for the amount of any checks, drafts or other instruments for the payment of money not payable to the Grantor which are improperly deposited into the Collection Deposit Account.

15. GOVERNING LAW

This agreement shall be construed in accordance with and governed by the laws of the State of New York.

16. BENEFIT OF AGREEMENT; COUNTERPARTS

This Agreement (i) shall inure to the benefit of and be binding upon the Administrative Agent, the Sub-Agent, the Grantor and their respective successors and assigns; and (ii) may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

[NAME OF GRANTOR]

By: _____

Name:

Title:

THE CHASE MANHATTAN BANK
as Administrative Agent

By: _____

Name:

Title:

[_____] ,
as Sub-Agent

By: _____

Name:

Title:

RECORDING REQUESTED BY
[First American Title Insurance Company]

AND WHEN RECORDED RETURN TO:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, New York 10017
Attn: Matthew Lansburgh

(Space Above for Recorder's Use)

LANDLORD WAIVER

This LANDLORD WAIVER (the "Waiver") is entered into as of this ___ day of May, 1998 by and among _____, a _____ (the "Landlord"), _____ [Name of Guarantor], a _____ (the "Tenant"), and THE CHASE MANHATTAN BANK, a New York banking corporation, in its capacity as administrative agent (the "Administrative Agent") for itself and other financial institutions (collectively, the "Lenders").

RECITALS

A. The Landlord and the Tenant's predecessor-in-interest have entered into that certain lease dated as of _____, 19__ (as such lease may have been amended to date, the "Lease") covering certain real property located in the City of _____, County of _____, State of _____, and as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

B. As partial security for the Tenant's guaranty of the payment and performance of the obligations of Favorite Brands International, Inc., a Delaware corporation (the "Borrower"), the sole shareholder of the Tenant, under certain credit facilities extended to the Borrower by the Lenders, the Tenant has granted or will grant a security interest in certain goods, inventory, and other personal property owned by the Tenant, some of which may be located in the Premises, to the Administrative Agent.

C. In connection with the Tenant's granting of such security interest, the Administrative Agent requires certain assurances from the Landlord.

AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The Landlord agrees to send the Administrative Agent at an address designated by the Administrative Agent a copy of any notice of default (or termination) (the "Default Notice") of the Lease and allow the Administrative Agent an additional period of time equal to the grace period already permitted under the Lease in order to cure any such default. Until further notice from the Administrative Agent, the address of the Administrative Agent for all notices is as follows:

The Chase Manhattan Bank
270 Park Avenue
New York, New York 10017
Attn: _____

2. The Landlord consents to the granting of a security interest in all of the personal property of Tenant located now or in the future on the Premises (the "Personal Property"), including any part of the Personal Property that is now or is hereafter installed on or affixed to the Premises, or that is or may be deemed to be "fixtures" within the meaning of the then applicable Uniform Commercial Code. The Landlord agrees that all of the Personal Property, whether or not affixed to or located or installed on the Premises, constitutes and shall remain personal property and shall not become installed or located on or affixed to the Premises or any other real estate.

3. The Landlord agrees that any and all liens, claims, demands, rights or interests that the Landlord may now or hereafter have in or to the Personal Property shall be and are hereby made subordinate and inferior to any now existing or hereafter arising lien or security interest in favor of the Administrative Agent.

4. The Landlord agrees that if the Tenant defaults on its obligations to the Administrative Agent and, as a result, the Administrative Agent undertakes to enforce its security interest in the Personal Property, as follows:

(a) the Landlord will cooperate with the Administrative Agent in its efforts to assemble all of the Personal Property located on the Premises; provided, however, that the Landlord shall not be obligated to incur any expense or other obligation in connection with such cooperation;

(b) the Landlord will permit the Administrative Agent to remain on the Premises for up to sixty (60) days after the Administrative Agent declares the default, provided that the Administrative Agent, for the period of time the Administrative Agent uses the Premises, (i) pays or causes to be paid the rental payments, or, in the case where the

Lease has terminated, the rental payments that would have become due under the Lease for such period if the Lease had not been terminated, for the period of time the Administrative Agent uses the Premises (ii) provides and retains the liability and property insurance coverage and pays utilities required, or which would have been required if the Lease had not been terminated, under the Lease, and (iii) delivers a written agreement to do so;

(c) the Administrative Agent or its representatives may enter upon the Premises at reasonable times, and after written notice to the Landlord, for the purpose of removing, or repossessing the Personal Property, provided that the Administrative Agent promptly repairs any and all physical damage to the Premises caused by such the removal;

(d) the Landlord shall not hinder the Administrative Agent's actions in enforcing its liens on the Personal Property; and

(e) the Administrative Agent may enter the Premises for such purposes without assuming the lease and all obligations contained therein.

Upon any such removal, any liens, claims, demands, rights or interests of the Landlord in the Personal Property shall be discharged and released. Notwithstanding anything herein to the contrary, in no event shall the Administrative Agent's right to enter or occupy the Premises pursuant to this Waiver extend beyond sixty (60) days from the date of termination or expiration of the term of the Lease, and at any time thereafter the Landlord shall have the right to have any personal property of the Tenant that may be located upon the Premises removed from the Premises in accordance with the terms of the Lease and applicable law.

5. This Waiver may be amended or modified only by an instrument in writing signed by each of the parties hereto.

6. This Waiver may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

7. This Waiver shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns or encumbrances.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Waiver as of the date first above written.

LANDLORD: _____
a _____

By: _____
Printed Name: _____
Title: _____

TENANT: _____
a _____

By: _____
Printed Name: _____
Title: _____

ADMINISTRATIVE AGENT: THE CHASE MANHATTAN BANK
a New York banking corporation, as
Administrative Agent for the Lenders

By: _____
Printed Name: _____
Title: _____

This Instrument Was Prepared By:

Matthew Lansburgh
Simpson Thacher & Bartlett
425 Lexington Avenue
New York, New York 10017
(212) 455-3527

JOINDER

This JOINDER is made as of _____, _____ by _____, a _____ ("**Beneficiary**") and is attached to and made a part of that certain Landlord Waiver by and among _____, a _____ ("**Landlord**"), _____, a _____ ("**Tenant**") and THE CHASE MANHATTAN BANK, a New York banking corporation, as Administrative Agent for the Lenders.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Beneficiary hereby joins in the Landlord Waiver and agrees to be bound by its terms and conditions if it should succeed to the interests of the Landlord under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of the date set forth above.

BENEFICIARY:

a _____

By: _____
Printed Name: _____
Title: _____

JOINDER

This JOINDER is made as of _____, ____ by _____, a
_____ ("Ground Lessor") and is attached to and made a part of that
certain Landlord Waiver made by and among _____, a
_____ ("Landlord"), _____, a
_____ ("Tenant") and THE CHASE MANHATTAN BANK, a New
York banking corporation, as Administrative Agent for the Lenders.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Ground Lessor hereby joins in the Landlord Waiver and agrees to be bound by its terms and conditions if it should succeed to the interests of the Landlord under the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of the date set forth above.

GROUND LESSOR:

a _____

By: _____
Printed Name: _____
Title: _____

[Attach appropriate acknowledgments]

EXHIBIT A

REAL PROPERTY DESCRIPTION

509265\0573\02763\9847G039.OTH

RECORDED: 07/10/1998

TRADEMARK
REEL: 1753 FRAME: 0747
