

02-03-1999



100956265

MP
1-28-99



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

02/02/1999 SBURNS 00000093 75543463

FOR OFFICE USE ONLY

01 FC-481 40.00 OP
02 FC-482 1100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1850 FRAME: 0315

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75543463"/>	<input type="text" value="75442954"/>	<input type="text" value="74688298"/>	<input type="text" value="2195126"/>	<input type="text" value="2084761"/>	<input type="text" value="1989264"/>
<input type="text" value="75525192"/>	<input type="text" value="75430910"/>	<input type="text" value="74421439"/>	<input type="text" value="2160120"/>	<input type="text" value="2042226"/>	<input type="text" value="1987656"/>
<input type="text" value="75524792"/>	<input type="text" value="75048686"/>	<input type="text"/>	<input type="text" value="2120282"/>	<input type="text" value="1989265"/>	<input type="text" value="1987655"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

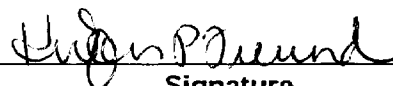
No

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. Charges to deposit account are authorized, as indicated herein.

Kristen Freund

Name of Person Signing



Signature

1/22/99

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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Registration Number(s)

1974404	1887138	1469280
1971951	1861518	1442352
1967969	1849516	1246519
1936772	1839018	1056316
1925671	1760822	0967132
1921073	1742438	0876129
1913571	1707060	0858362

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

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Execution Date
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Registration Number(s)

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0852404	<input type="text"/>	<input type="text"/>
0819196	<input type="text"/>	<input type="text"/>
0778289	<input type="text"/>	<input type="text"/>
0740277	<input type="text"/>	<input type="text"/>
0713920	<input type="text"/>	<input type="text"/>
0688128	<input type="text"/>	<input type="text"/>
0043248	<input type="text"/>	<input type="text"/>

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) made as of November 30, 1998, by World's Finest Chocolate, Inc., a Delaware Corporation (“Assignor”), and LaSalle National Bank, a national banking association, as Lender party to the Credit Agreement defined below (the “Assignee” or “Lender”).

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a certain Amended and Restated Revolving Loan Agreement of even date herewith (together with any and all amendments, revisions, modifications, supplements and restatements thereof and therefor, collectively the “Credit Agreement,” with the terms used but not otherwise defined herein being used with the same meanings as therein defined); and

WHEREAS, the Lender has agreed to make the Loans, from time to time, to or for the account of Assignor on the terms and conditions set forth in the Credit Agreement and, in order to satisfy one of said conditions, the Assignor has agreed to grant to Assignee a mortgage and lien on and a security interest in all of Assignor's patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights and licenses pursuant to this Assignment in order to secure the Obligations of Assignor to the Lender under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Collateral Assignment of Intellectual Property. To secure the full, complete and timely payment and satisfaction of all of Assignor's Obligations to the Lender, Assignor hereby collaterally assigns, transfers, sets over and delivers to the Assignee and grants to the Assignee (with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default), a first priority mortgage, lien and security interest on and in all of Assignor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (whether registered, filed or recorded):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the

world (all of the foregoing under this subsection (a) hereinafter collectively referred to as the "Patents");

(b) trademarks, service marks, trademark and service mark registrations and applications, trade names including, without limitation, the trademarks, service marks, and tradenames and applications and registrations therefor listed on Schedule B attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks");

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks;

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Credit Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing under this subparagraph (d) hereinafter referred to collectively as the "Licenses"); and

(e) copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and registrations and applications therefor listed on Schedule D attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights").

All of the foregoing Patents, Trademarks, Licenses, Copyrights, and goodwill and other intellectual property and proprietary rights of the Assignee set forth above in this Section 1 are collectively hereinafter referred to as the "Intellectual Property."

2. Representations and Warranties. Assignor represents and warrants as follows:

(a) Other than as specifically set forth in the Schedules hereto, Assignor is the sole, legal and beneficial owner of the entire right, title and interest in and to the

Intellectual Property granted by it hereunder, free and clear of any adverse claim, lien, security interest, option, charge, pledge, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the security interests created by this Agreement and Permitted Liens (as defined in the Credit Agreement). No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property granted by such Assignor hereunder is on file in any recording office, including, without limitation, the United States Patent and Trademark Office, except such as may have been filed in favor of the Assignee relating to this Agreement.

(b) Set forth in Schedules A, B, C and D hereto is a complete and accurate list of all of the Patents, Trademarks, Licenses and Copyrights, respectively, now owned by Assignor. All other written information furnished to the Assignee concerning the Intellectual Property of Assignor is complete and accurate in all material respects.

(c) Other than as specifically set forth in the Schedules hereto, the Intellectual Property (if any) is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the best of Assignor's knowledge, valid, subsisting (if any), registrable and enforceable. Assignor has notified the Assignee in writing of all prior uses of any item of the Intellectual Property of which such Assignor is aware, which would be likely to lead to such item becoming invalid or unenforceable, including, without limitation, prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(d) Assignor has not granted any license, release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Intellectual Property other than the Licenses set forth in Schedule C hereto.

(e) Assignor has the unqualified right to enter into this Agreement and to perform its terms.

(f) Except for (i) the filing and recording of this Agreement in the United States Patent and Trademark Office, and (ii) the filing of the financing statements contemplated by the Credit Agreement, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body in the United States is currently or is reasonably expected to be required either (x) for the making by such Assignor of the collateral assignments and the granting by such Assignor of the security interests granted hereby or for the execution, delivery or performance of this Agreement by such Assignor, or (y) for the perfection of or the exercise by the Assignee of its rights and remedies hereunder.

(g) The consummation of the actions contemplated under or in connection with the Credit Agreement and the Loan Documents will not impair the legal right of Assignor to use any of the Intellectual Property.

(h) Assignor has no knowledge of the existence of any right against or in the Intellectual Property or any license agreement in respect of the foregoing, or other proprietary information held or claimed by any person that, if upheld, would preclude Assignor from conducting its business as currently conducted under or in connection with any of the Intellectual Property or that would otherwise materially interfere with the ability of Assignor to conduct its business as currently conducted, and Assignor has no knowledge of any such claim that is threatened to be made.

(i) No claim in any court or in any administrative body, including, without limitation, the United States Patent and Trademark Office, has been made (and, as to any trademark, service mark, trade name or trade dress with respect to which Assignor is a licensee, to the best of Assignor's knowledge, no claim has been made against the third party licensor), and Assignor has no knowledge of any claim that is threatened to be made, that the use by Assignor of any item of the Intellectual Property does or may violate the rights of any person.

(j) Assignor has used consistent standards of quality in the manufacturing, distribution, sale and marketing of each product sold and the provision of each service provided under or in connection with the Intellectual Property and has taken all steps reasonably necessary to ensure that all licensed users of the Intellectual Property use such consistent standards of quality.

(k) Assignor has no knowledge of any infringement or unauthorized use of any item of the Intellectual Property which would materially interfere with the ability of Assignor to conduct its business as currently conducted.

3. New Patents, Trademarks, and Licenses. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to or become entitled to the benefit of any new patentable invention, patent or trademark application, tradename, trademark, tradename or trademark registration, license, license renewal, copyrights or application or registration therefor, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the foregoing shall be subject to the collateral assignment set forth in Section 1 hereof. Upon obtaining rights to the foregoing, the Assignor shall give to Assignee prompt written notice thereof, together with amended Schedules A, B, C and/or D, as applicable, to include the foregoing and shall execute and record any and all other and further documents, agreements or instruments necessary, in the Assignee's discretion, to give the Assignee a valid and first priority mortgage, lien and security interest on and in the foregoing. Assignor's failure to give such notice shall not be deemed a material breach of this Assignment, nor shall it prejudice the subjection of such New Intellectual Property to the collateral assignment provided for herein. Assignor shall from time to time, and at Assignee's request at any time, provide an update on the status of all Intellectual Property and New Intellectual Property and shall execute the instruments called for in this paragraph.

4. Restrictions. Assignor agrees that until the Obligations shall have been fully and completely paid and satisfied and the Lender shall no longer have any commitment to make the

Loans under the Credit Agreement, Assignor will not, without Assignee's prior written consent, take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Lender under this Assignment or the Assignor's grant and collateral assignment of a first priority mortgage, lien and security interest under this Assignment.

5. Agreements and Duties of Assignor.

(a) Assignor agrees: (i) not to sell or assign its interest in and not to grant any license under the Intellectual Property without prior written notice to the Assignee; (ii) to maintain the quality of any and all products in connection with which the Patents and/or Trademarks are used, consistent with the quality of said products as of the date hereof; (iii) not to materially change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, as often as requested thereby, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing. Assignor shall have the duty: (x) to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks and any copyright application of the Copyrights, pending as of the date hereof or thereafter until the termination of this Assignment pursuant to Section 13 hereof; (y) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate; and (z) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks and in copyright applications and registrations of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Unless the benefits to be derived from the following are negligible, immaterial or the following are otherwise of little or no value, Assignor shall not abandon: (1) any right to file a patent, trademark or copyright application; (2) any pending patent, trademark or copyright application; or (3) any patent, trademark or copyright (whether pending or otherwise) without the consent of Assignee.

(b) Assignor agrees that at any time and from time to time, at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Assignee may reasonably request, in order to (i) ensure the creation, continued existence, protection, validity, perfection and priority of any security interest granted or purported to be granted by Assignor hereby, or (ii) enable the Assignee to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property. Without limiting the generality of the foregoing, Assignor will 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 Assignee may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(c) Assignor hereby authorizes the Assignee to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Intellectual Property without the signature of Assignor where permitted by law. A copy thereof shall be delivered to the Assignor. A carbon, photographic or other reproduction of this Agreement or

any financing statement covering the Intellectual Property or any part thereof shall be sufficient as a financing statement where permitted by law.

(d) Assignor agrees to notify the Assignee immediately and in writing if Assignor learns (i) that any material item of the Intellectual Property may become abandoned, or (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any other administrative body or any court) regarding any material part of the Intellectual Property.

(e) In the event that any item of the Intellectual Property which is material to the operation of Assignor's business as currently conducted is infringed or misappropriated by a third party, Assignor shall promptly notify the Assignee and take all reasonable steps and actions to defend against such infringement or misappropriation, and such other actions as Assignor shall deem appropriate under the circumstances to protect and enforce such Intellectual Property. Any expense incurred in connection with such activities shall be borne by Assignor.

(f) Assignor will not create, incur, assume or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Intellectual Property except for the security interests created by this Agreement and the Credit Agreement and Permitted Liens (as defined in the Credit Agreement).

(g) Assignor will not take any other action, other than actions permitted hereunder, in connection with any of the Intellectual Property (i) that would materially interfere with the ability of Assignor to conduct its business as currently conducted, or (ii) that would impair the interest or rights therein of the Assignee.

6. Assignee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name and on behalf of the Lender to enforce the Intellectual Property and any licenses thereunder (subject to rights, if any, granted to or possessed by third parties (for example, licensees) to sue thereon), and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 6.

7. Power of Attorney. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (i) at any time, to endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee to effect or maintain a valid and first mortgage, lien and security interest on and in and collateral assignment of the Intellectual Property, and (ii) from and after the occurrence and during the continuance of an Event of Default, if uncured 15 days after written notice thereof

given by the Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, to (x) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone, or (y) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been fully and completely paid and satisfied and the Assignee shall no longer have any commitment to make the Loans under the Credit Agreement.

8. Assignee's Other Rights and Remedies. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence and during the continuance of an Event of Default, if uncured 15 days after written notice thereof, Assignee may (i) exercise in respect of the Intellectual Property any and all rights and remedies of Assignor under or otherwise in respect of the Intellectual Property, (ii) require Assignor to, and Assignor hereby agrees that it will at its expense and upon request of the Assignee forthwith, assemble all or any part of the documents embodying the Intellectual Property as directed by the Assignee and make it available to the Assignee at a place to be designated by the Assignee which is reasonably convenient to both the Assignee and Assignor, and (iii) without notice except as specified below, sell the Intellectual Property or any part thereof in one or more parcels at public or private sale, at any of the Assignee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Assignee may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Intellectual Property of Assignor, the goodwill of the business connected with and symbolized by any Intellectual Property subject to such disposition shall be included, and Assignor shall supply to the Assignee or its designee Assignor's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Intellectual Property subject to such disposition, and its customer lists and other records relating to such Intellectual Property and to the distribution of such products and services. Assignor agrees that, to the extent notice of sale shall be required by law, at least five days' notice to Assignor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Assignee shall not be obligated to make any sale of Intellectual Property regardless of notice of sale having been given. The Assignee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. From and after the occurrence and during the continuance of an Event of Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any

jurisdiction in which the Intellectual Property may be located. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Royalties. Assignor hereby agrees that the use by any Lender of all Intellectual Property as described above shall be worldwide and without any liability for royalties or other related charges from any Lender to the Assignor.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Indemnity and Expenses.

(a) Except to the extent otherwise paid to the Lender by the Assignor pursuant to the terms of the Credit Agreement or any of the Loan Documents, Assignor agrees to indemnify the Assignee from and against any and all claims, damages, losses, obligations and expenses (including, without limitation, fees and out-of-pocket expenses of outside counsel), arising out of or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement); provided that Assignor shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Assignee.

(b) Except to the extent otherwise paid to the Assignee by Assignor pursuant to the terms of the Credit Agreement or any of the Loan Documents, Assignor will upon demand pay to the Assignee the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and disbursements of its outside counsel and paralegals and of any experts and agents, which the Assignee may reasonably incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Intellectual Property, (iii) the exercise or enforcement (whether in the context of a civil action, adversary proceeding, workout or otherwise) of any of the rights of the Assignee hereunder or (iv) the failure by Assignor to perform or observe any of the provisions hereof.

12. Security Interest Absolute. All rights of the Assignee in the security interests granted hereunder, and all obligations of Assignor, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Credit Agreement or any Loan Documents, or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, or any release of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any of the Loan Documents, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to Assignor; or

(c) any taking, exchange, subordination, substitution, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations.

13. **Termination.** This Assignment is made for collateral purposes only and upon full and complete payment and satisfaction of the Obligations and termination of the Assignee's commitment to make the Loans under the Credit Agreement, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Intellectual Property, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Credit Agreement.

14. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

15. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 3 hereof or by a writing signed by the parties hereto.

16. **Binding Effect.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Assignee and its nominees and assigns.

17. **Notices.** All notices and other communications provided for herein shall be given or made at the addresses and in the manner provided for in the Credit Agreement.

18. **Governing Law.** This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the internal laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment as of the date first above written.

ASSIGNOR:

WORLD'S FINEST CHOCOLATE, INC.

By: Karen Dull
Name: KAREN DULL
Title: TREASURER

ATTEST:

By: Linda C. Chatman
Name: Linda C. Chatman
Title: Vice President

(Corporate Seal)

ACCEPTANCE

The undersigned, LaSalle National Bank, accepts the foregoing Collateral Assignment of Intellectual Property.

DATED: _____, 1998

ASSIGNEE:

LASALLE NATIONAL BANK

By: Kristen P Freund
Name: Kristen P Freund
Title: VP

SCHEDULE A

TO

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Patents and Patent Applications
(see attached)

SCHEDULE B

TO

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademarks/Service Marks/Trade Names Registrations and Applications
(see attached)

SCHEDULE 5.19 - INTELLECTUAL PROPERTY

WORLD'S FINEST CHOCOLATE, INC. TRADEMARK REPORT
Alphabetically by Trademark

Trademark Name	Country	Status	Our File No.	Appl. Number Appl. Date	Reg. Number Reg. Date	Renewal Date
"WF" & DESIGN						
	Australia	Registered	04420-00028	298502 12-Jul-76	A298502 12-Jul-76	12-Jul-07
	Canada	Registered	04420-00029	324945 08-Aug-69	169899 03-Jul-70	03-Jul-00
"WF" CROWN LOGO						
	New Zealand	Registered	04420-00143	166786 25-Jul-86	166786 25-Jul-86	25-Jul-07
ALMOND MAJESTICS						
	United States	Registered	04420-00160	737658179 27-Apr-87	1469280 15-Dec-87	15-Dec-07
ANGELIC HARMONY						
	United States	Registered	04420-00333	747598714 14-Nov-94	1989265 23-Jul-96	23-Jul-06
C COOK & DESIGN						
	United States	Registered	04420-00016	727219402 21-May-65	819196 22-Nov-66	22-Nov-06

SCHEDULE 5.19 - INTELLECTUAL PROPERTY

Trademark Name	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Renewal Date
CAMPUS CRUNCH						
	Australia	Registered	04420-00155	472832 17-Mar-87	Λ472832 17-Mar-87	16-Sep-08
	New Zealand	Registered	04420-00157	175981 16-Nov-87	175981 16-Nov-87	16-Nov-08
CAPPUCCINO CRÈME						
	Canada	Registered	04420-00275	720828 15-Jan-93	467718 16-Dec-96	16-Dec-11
	United States	Pending	04420-00411	29-Jul-98		
CARAMEL WHIRLS						
	Canada	Registered	04420-00297	742534 01-Dec-93	457697 24-May-96	24-May-11
	United States	Registered	04420-00267	74325663 26-Oct-92	1849516 09-Aug-94	09-Aug-04
CHECKERS						
	United States	Registered	04420-00272	70/043248 07-May-03	43248 30-Aug-04	30-Aug-04
CHOCOLATE CHECKERS						
	United States	Registered	04420-00329	74/596508 08-Nov-94	1967969 16-Apr-96	16-Apr-06

SCHEDULE 5.19 -- INTELLECTUAL PROPERTY

Trademark Name	Country	Status	Our File No.	Appl. Number Appl. Date	Reg. Number Reg. Date	Renewal Date
CHOCOLATE DELIGHTS AU CHOCOLAT						
	Canada	Registered	04420-00293	761281 11-Aug-94	449164 20-Oct-95	20-Oct-10
CHOCOLATE SHOP						
	United States	Pending	04420-00349	74/688298 07-Jun-95		
CHOCOLATIERS						
	Canada	Pending	04420-00300	742536 01-Dec-93		
CONTINENTAL						
	United States	Registered	04420-00034	72/259288 23-Nov-66	852404 09-Jul-68	09-Jul-08
CONTINENTAL ALMONDS						
	Canada	Registered	04420-00036	606607 11-May-88	353403 23-Mar-89	23-Mar-04
CONTINENTALS						
	United States	Registered	04420-00030	72/091336 23-Feb-60	740277 06-Nov-82	06-Nov-02
COOK						
	Canada	Registered	04420-00006	301866 05-Jan-67	152619 18-Aug-82	18-Aug-12

SCHEDULE 5.19 -- INTELLECTUAL PROPERTY

TrademarkName	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Renewal Date
COOK'S	United States	Registered	04420-00005	72/072794 04-May-59	713920 11-Apr-81	11-Apr-01
COOK'S GOLD	United States	Registered	04420-00319	74/564965 24-Aug-94	1936772 21-Nov-95	21-Nov-05
COOK-ETTS	Canada	Registered	04420-00092	506321 11-Jul-83	299710 08-Feb-85	08-Feb-00
DANCING IN THE MOONLIGHT	United States	Registered	04420-00334	74/598689 14-Nov-94	1989264 23-Jul-96	23-Jul-06
DARK DELUXE	Canada	Registered	04420-00299	742537 01-Dec-93	477433 12-Jun-97	12-Jun-12
DOWN UNDER	United States	Registered	04420-00268	74/325793 26-Oct-92	1861518 01-Nov-94	01-Nov-04
	United States	Registered	04420-00330	74/598642 14-Nov-94	1971951 30-Apr-96	30-Apr-06

SCHEDULE 5.19 -- INTELLECTUAL PROPERTY

TrademarkName	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Renewal Date
EXCLUSIVELY YOURS						
	United States	Registered	04420-00359	74/731175 19-Sep-95	2120282 09-Dec-97	09-Dec-07
FUND RAISINS						
	Australia	Registered	04420-00230	561397 09-Aug-91	A561397 09-Aug-91	09-Aug-98
	Canada	Registered	04420-00228	687535 09-Aug-91	457488 24-May-96	24-May-11
	Mexico	Registered	04420-00227	120210 14-Aug-91	404838 14-Aug-91	14-Aug-01
	New Zealand	Registered	04420-00229	212089 23-May-91	212089 23-May-91	23-May-12
	United States	Registered	04420-00218	74/169509 23-May-91	1742438 22-Dec-92	22-Dec-02
FUNDROPS						
	United States	Registered	04420-00354	75/015994 07-Nov-95	2084761 29-Jul-97	29-Jul-07
HOLIDAY EXPRESS						
	United States	Pending	04420-00417	75/430910 09-Feb-98		
IMPERIAL						
	Australia	Registered	04420-00173	485671 21-Apr-88.	A485671 21-Apr-88	21-Apr-09

SCHEDULE 5.19 -- INTELLECTUAL PROPERTY

TrademarkName	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Renewal Date
IMPERIAL	United States	Pending	04420-00429	24-Jul-98		
MADE ESPECIALLY FOR YOUR ENJOYMENT	United States	Registered	04420-00231	74/208317 30-Sep-91	1707060 11-Aug-92	11-Aug-02
MAJESTIQUE	Australia	Registered	04420-00242	573232 26-Feb-92	A573232 26-Feb-92	26-Feb-99
	Canada	Registered	04420-00206	667598 03-Oct-90	434192 07-Oct-94	07-Oct-09
	Canada	Registered	04420-00239	695387 10-Dec-91	434211 07-Oct-94	07-Oct-09
	Mexico	Registered	04420-00243	133682 27-Feb-92	415764 27-Feb-92	27-Feb-02
	New Zealand	Registered	04420-00249	216434 24-Feb-92	216434 24-Feb-92	24-Feb-99
	United States	Registered	04420-00213	74/140483 19-Feb-91	1921073 19-Sep-95	19-Sep-05
MELTAWAYS	Mexico	Registered	04420-00211	101680 23-Nov-90	393952 23-Apr-91	23-Nov-05

SCHEDULE 5.19 - INTELLECTUAL PROPERTY

Trademark Name	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Renewal Date
MERRY MOOSE	United States	Registered	04420-00309	74/515577 19-Apr-94	41887138 04-Apr-95	04-Apr-05
MILK AND COOKIES	United States	Pending	04420-00282	74/421439 04-Aug-93		
MINT MELTAWAYS	Australia	Registered	04420-00215	533559 10-Apr-91	A53559 10-Apr-91	10-Apr-08
	Canada	Registered	04420-00214		413631 18-Jun-93	18-Jun-08
	Canada	Registered	04420-00328		445309 14-Jul-95	14-Jul-10
	New Zealand	Registered	04420-00221	209973 06-May-91	209973 06-May-91	06-May-12
	United States	Registered	04420-00198	74/148948 18-Mar-91	1913571 22-Aug-95	22-Aug-05
MISC. DESIGN (CHOCOLATE BAR)						
	Canada	Registered	04420-00010	351234 14-Mar-72	217105 19-Nov-76	19-Nov-06
	Canada	Registered	04420-00064	406668 28-Jan-77	228626 23-Jun-78	23-Jun-08

SCHEDULE 5.19 - INTELLECTUAL PROPERTY

Trademark Name	Country	Status	Our File No.	Appl. Number Appl. Date	Reg. Number Reg. Date	Renewal Date
MISC. DESIGN (CHOCOLATE BAR)						
	Mexico	Registered	04420-00201	115702 18-Jun-91	439483 18-Jun-91	18-Jun-01
	United States	Registered	04420-00180	72/256703 19-Oct-66	967132 28-Aug-73	28-Aug-03
MISC. DESIGN (CIRCLE & TRIANGLE)						
	United States	Registered	04420-00284	74/197787 07-Mar-94	1925671 10-Oct-95	10-Oct-05
MISC. DESIGN (MAN POURING CHOCOLATE)						
	Canada	Registered	04420-00061	398603 02-Jun-76	222973 09-Sep-77	09-Sep-07
	New Zealand	Registered	04420-00142	166788 25-Jul-86	166788 25-Jul-86	25-Jul-07
	United States	Registered	04420-00058	73/085428 29-Apr-76	1056316 11-Jan-77	11-Jan-07
MISC. DESIGN (TRIANGLE BOX)						
	United States	Registered	04420-00335	74/611709 16-Dec-94	1974404 14-May-96	14-May-06
MYSTIQUE						
	Canada	Registered	04420-00342		TMA447932 22-Sep-95	22-Sep-10

SCHEDULE 5.19 INTELLECTUAL PROPERTY

Trademark Name	Country	Status	Our File No.	Appl. Number Appl. Date	Reg. Number Reg. Date	Renewal Date
MYSTIQUE						
	Canada	Registered	04420-00253	703405 21-Apr-92	430405 29-Jul-94	29-Jul-09
MYSTIQUE CATER SERVICE						
	Canada	Registered	04420-00357		446978 01-Sep-95	01-Sep-10
P & DESIGN						
	United States	Published	04420-00390	75296081 22-May-97		
PANSIES AND PARASOLS						
	Canada	Pending	04420-00341	776079 22-Feb-95		
	United States	Registered	04420-00332	74599012 14-Nov-94	1987656 16-Jul-96	16-Jul-06
PERSONALIZED						
	Illinois	Registered	04420-00024		28404 18-Jan-52	18-Jan-02
RAVIN' RAISINS						
	United States	Registered	04420-00384	75211136 10-Dec-96	2160120 26-May-98	26-May-08

SCHEDULE 5.19 - INTELLECTUAL PROPERTY

TrademarkName	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Renewal Date
SERVICE DE TRAITEUR MYSTIQUE						
	Canada	Registered	04420-00296		TMA447327 08-Sep-95	08-Sep-10
TALK TO THE ANIMALS						
	United States	Registered	04420-00331	74/598715 14-Nov-94	1987655 16-Jul-96	16-Jul-06
THE CHOCOLATE SHAKE						
	United States	Pending	04420-00430	24-Jul-98		
THE FINE FOLKS						
	Canada	Registered	04420-00026	312594 19-Apr-68	161303 21-Feb-69	21-Feb-99
	United States	Registered	04420-00025	72/187839 02-Mar-64	778289 06-Oct-84	06-Oct-04
THE FINE FOLKS OF AMERICA						
	United States	Registered	04420-00138	73/611968 29-Jul-86	1442352 09-Jun-87	09-Jun-07
TIERS & DESIGN						
	Canada	Registered	04420-00391	844063 01-May-97	492150 31-Mar-98	31-Mar-13

SCHEDULE 5.19 -- INTELLECTUAL PROPERTY

TrademarkName	Country	Status	Our File No.	Appl. Number Appl. Date	Reg. Number Reg. Date	Renewal Date
TROPICAL TREASURES						
	Canada	Registered	04420-00298		438500 27-Jan-95	27-Jan-10
W.F. CRISP						
	United States	Registered	04420-00321	74/547726 11-Jul-94	2042226 04-Mar-97	04-Mar-07
WF & DESIGN						
	United States	Registered	04420-00027	72/295896 18-Apr-68	858362 08-Oct-68	08-Oct-08
WF & DRUMMER BOY & DRUM LOGO						
	Australia	Registered	04420-00099	387502 16-Feb-83	A387502 16-Feb-83	16-Feb-04
WF & DRUMMER BOY LOGO						
	New Zealand	Registered	04420-00141	166787 25-Jul-86	166787 25-Jul-86	25-Jul-07
WFC & DESIGN						
	United States	Registered	04420-00245	74/251703 03-Mar-92	1839018 07-Jun-94	07-Jun-04
WHEEL						
	Illinois	Registered	04420-00189		37865 18-Jan-86	15-Jan-96

SCHEDULE 5.19 - INTELLECTUAL PROPERTY

TrademarkName	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Renewal Date
WHEEL	United States	Registered	04420-00189	72/146026 04-Jun-62	876129 02-Sep-89	02-Sep-09
WORLD'S FINEST	Australia	Registered	04420-00076	B370313 11-Jan-82	B370313 11-Jan-82	11-Jan-03
	Canada	Registered	04420-00019	297567 07-Jun-66	154065 10-Nov-67	10-Nov-12
	Illinois	Registered	04420-00015		28405 18-Jan-52	18-Jan-02
	Japan	Registered	04420-00281		3071166 31-Aug-95	31-Aug-05
	Japan	Registered	04420-00186	80303/1978 02-Nov-78	1530564 27-Aug-82	27-May-92
	Mexico	Registered	04420-00202	90045 25-Jun-90	387088 25-Jun-90	25-Jun-05
	United States	Registered	04420-00247	74/247556 19-Feb-92	1760822 23-Mar-93	23-Mar-03
WORLD'S FINEST (STYLIZED)	United States	Registered	04420-00014	71/621597 23-Nov-51	638128 04-Dec-56	04-Dec-06

SCHEDULE 5.19 - INTELLECTUAL PROPERTY

TrademarkName	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Renewal Date
WORLD'S FINEST CLASSIC FUND RAISING PROGRAM						
United States		Pending	04420-00420	75/442954 02-Mar-98		
WORLD'S FINEST CONTINENTAL						
Mexico		Registered	04420-00200	115408 13-Jun-91	409550 13-Jun-91	13-Jun-01
WORLD'S FINEST DESIGN						
France		Registered	04420-00021	286872 13-Jul-78	1063811 13-Jul-78	13-Jul-08
WORLD'S FINEST IMPERIAL						
Mexico		Registered	04420-00205	115409 13-Jun-91	409551 13-Jun-91	13-Jun-01
WORLD'S FINEST PACKAGE DESIGN						
Australia		Registered	04420-00075	352900	B352900 04-Nov-80	04-Nov-01
Canada		Registered	04420-00078	467647 30-Mar-81	266645 19-Feb-82	19-Feb-12
New Zealand		Registered	04420-00220	209972 06-May-91	B3209972 06-May-91	06-May-12
United States		Registered	04420-00077	73/253301 10-Mar-80	1246519 26-Jul-83	26-Jul-03

ADDENDUM TO WORLD'S FINEST CHOCOLATE, INC. TRADEMARK REPORT

Alphabetically by Trademark

Trademark Name	Country	Status	Our File No.	Appln. Number Appln. Date	Reg. Number Reg. Date	Reg. Number	Renewal Date
WORLD'S FINEST	United States	n/a	n/a	75/543463	n/a	n/a	n/a
CAPPUCCINO CREAMS	United States	n/a	n/a	75/048686	n/a	n/a	n/a
IMPERIAL	United States	n/a	n/a	75/524792	n/a	n/a	n/a
P and design	United States	n/a	n/a	75/296081 22-May-97	2195126	n/a	n/a
THE CHOCOLATE SHAKE	United States	n/a	n/a	75/525192	n/a	n/a	n/a

FUND RAISINS (pg 13) the U.S. Registration should be amended to read **FUND RAISIN'S**

SCHEDULE C

TO

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

License Agreements

SCHEDULE D

TO

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

Copyrights:

Copyright Applications and Registrations: