

FORM PTO-1594 (Rev. 6-93)

MRS 2-16-99

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Y

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

Tab settings

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To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Gilliam Candy Brands, Inc.

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

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

2. Name and address of receiving party(ies)

Name: NationsBank, N.A.

Internal Address: Attn: Bryan Hulker

Street Address: One NationsBank Plaza

City: Nashville State: TN ZIP: 37239

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other: National Banking Association

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other: Amendment to Assignment

Execution Date: 1/29/99

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

0808599 1831498
1766088 0862839

Additional numbers attached? Yes No

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

Name: James R. Kelley

Internal Address: Neal & Harwell, PLC
2000 First Union Tower

Street Address: 150 Fourth Avenue North

City: Nashville State: TN ZIP: 37219

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

02/25/1999 DNGUYEN 00000091 0808599

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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.

Christine Marshall
Name of Person Signing

Christine Marshall
Signature

2/18/99
Date

Total number of pages including cover sheet, attachments, and document: 3

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

FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS FIRST AMENDMENT to Collateral Assignment of Trademarks ("Amendment") is made as of this 29th day of January, 1999, by GILLIAM CANDY BRANDS, INC., a Kentucky corporation, as successor to Gilliam Candy Company, Inc. ("Borrower"), and NATIONSBANK, N.A., a national banking association, as successor to NationsBank of Tennessee, N.A. ("Lender").

WHEREAS, Borrower has previously given Lender a first priority perfected security interest in certain trademarks owned by Borrower as evidenced by that Collateral Assignment of Trademarks (the "Assignment") dated October 3, 1995, and recorded in the United States Patent and Trademark Office, Assignment Division, at Reel 1391, Frame 123; and

WHEREAS, the parties wish to amend the Assignment to reflect a change in Borrower's name and in Lender's name;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, it is agreed as follows:

1. The Assignment and all related agreements between the parties are hereby amended by changing all occurrences of Borrower's name to "Gilliam Candy Brands, Inc."
2. The Assignment and all related agreements between the parties are hereby amended by changing all occurrences of Lender's name to "NationsBank, N.A."
3. As amended hereby, the Assignment remains in full effect, and all agreements between the parties with respect to the subject thereof are represented fully in this Amendment and the other written documents between the parties. The validity, construction and enforcement hereof shall be determined according to the substantive laws of the State of Tennessee.

Dated as of the date stated above.

NATIONSBANK, N.A.
(successor to NationsBank of Tennessee, N.A.)

By: *Byron Hudson*
Its: *Vice President*

GILLIAM CANDY BRANDS, INC.
(f/k/a Gilliam Candy Company, Inc.)

By: *Will B. Jones*
Its: *VICE-CHAIRMAN & CEO*

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Bryan Hulker, with whom I am personally acquainted (or proved to me upon the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Vice President of NationsBank, N.A, a national banking association, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the national banking association by himself as Vice President.

WITNESS my hand and seal at office this the 27th day of January, 1999.

Lynadokapan
Notary Public

My Commission Expires:
9/29/01

Kansas
STATE OF ~~TENNESSEE~~)
COUNTY OF Wyandotte)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared William B Lacy, with whom I am personally acquainted (or proved to me upon the basis of satisfactory evidence) and who upon oath acknowledged his self to be the CEO of Gilliam Candy Brands, Inc., a Kentucky corporation, and that he as such CEO, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the national banking association by _____ as _____.

WITNESS my hand and seal at office this the 29 day of January, 1999.

Terri Wallace
Notary Public

My Commission Expires:
7/29/01

TERRI J. WALLACE
Notary Public - State of Kansas
My Appt. Expires 7/29/01

This instrument prepared by and after recording return to:

NEAL & HARWELL, PLC
2000 First Union Tower
150 Fourth Avenue North
Nashville, TN 37219
(615) 244-1713

By: [Signature]
James R. Kelley

FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS

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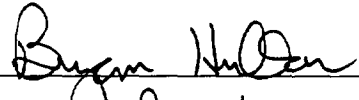
WHEREAS, the parties wish to amend the Assignment to reflect a change in Borrower's name and in Lender's name;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by all parties, it is agreed as follows:


1. The Assignment and all related agreements between the parties are hereby amended by changing all occurrences of Borrower's name to "Gilliam Candy Brands, Inc."
2. The Assignment and all related agreements between the parties are hereby amended by changing all occurrences of Lender's name to "NationsBank, N.A."
3. As amended hereby, the Assignment remains in full effect, and all agreements between the parties with respect to the subject thereof are represented fully in this Amendment and the other written documents between the parties. The validity, construction and enforcement hereof shall be determined according to the substantive laws of the State of Tennessee.

Dated as of the date stated above.

NATIONSBANK, N.A.
(successor to NationsBank of Tennessee, N.A.)

By: 
Its: Vice President

GILLIAM CANDY BRANDS, INC.
(f/k/a Gilliam Candy Company, Inc.)

By: 
Its: VICE-CHAIRMAN & CEO

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Bryan Hulker, with whom I am personally acquainted (or proved to me upon the basis of satisfactory evidence) and who upon oath acknowledged himself to be the Vice President of NationsBank, N.A, a national banking association, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the national banking association by himself as Vice President.

WITNESS my hand and seal at office this the 27th day of January, 1999.

Lynud Chapman
Notary Public

My Commission Expires:
9/29/01

Kansas
STATE OF ~~TENNESSEE~~)
COUNTY OF Wyandotte)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared William B Lacy, with whom I am personally acquainted (or proved to me upon the basis of satisfactory evidence) and who upon oath acknowledged his self to be the CEO of Gilliam Candy Brands, Inc., a Kentucky corporation, and that he as such CEO, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the national banking association by _____ as _____.

WITNESS my hand and seal at office this the 29 day of January, 1999.

Terri Wallace
Notary Public

My Commission Expires:
7/29/01

TERRI J. WALLACE
Notary Public - State of Kansas
My Appt. Expires 7/29/01

This instrument prepared by and after recording return to:
NEAL & HARWELL, PLC
2000 First Union Tower
150 Fourth Avenue North
Nashville, TN 37219
(615) 244-1713

By: [Signature]
James R. Kelley