04-21-1999

101016053

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

4-12-99

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

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

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [x] Other Release

Effective Date
Month Day Year _____

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name Wells Fargo Bank, N.A.
Formerly _____

Execution Date
Month Day Year 03/31/99

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other National Banking Association
- [ ] Citizenship/State of Incorporation/Organization _____

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name Favorite Brands International, Inc.
DBA/AKA/TA _____
Composed of _____
Address (line 1) 2121 Waukegan Road
Address (line 2) Suite 300
Address (line 3) Bannockburn, Illinois 60015
City State/Country Zip Code

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [ ] Other _____
- [x] Citizenship/State of Incorporation/Organization Delaware

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.)*

FOR OFFICE USE ONLY

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

04/21/1999 DNGUYEN 00000026 1796041

01 FC:481 40.00 OP
02 FC:482 325.00 OP

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 212-735-2656

Name Elaine D. Ziff

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) 919 Third Avenue

Address (line 3) New York, New York 10022

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 4

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)
Please see Exhibit A to Form PTO-1618B (1 page)	Please see Exhibit A to Form PTO-1618B (1 page)

Number of Properties Enter the total number of properties involved. # 14

Fee Amount Fee Amount for Properties Listed (37 CFR 3:41): $ $365

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: # 19-2385

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.

Jorge M. Torres	Jorge M. Torres	4-6-99
Name of Person Signing	Signature	Date signed

Exhibit A

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
USA	BUNNYMALLOWS	1,796,041	Sept. 28, 1993
USA	BUNNYMALLOWS & DESIGN	1,854,275	Sept. 13, 1994
USA	FUNMALLOWS	1,689,205	May 26, 1992
USA	HOLIDAY MALLOWS & DESIGN	1,868,504	Dec. 20, 1994
USA	JET-PUFFED	1,729,650	Nov. 3, 1992
USA	HOLIDAY MALLOWS	1,893,709	May 9, 1995
USA	WRAPPLES	1,028,070	Dec. 23, 1975

Pending Trademark Applications

Country	Trademark	Registration No.	Registration Date
USA	BOOMALLOWS	74/570,410	Sept. 15, 1994
USA	FUN YOU CAN EAT	74/381,133	April 20, 1993
USA	FUDGIES	74/416,351	July 22, 1993
USA	HALLOWEEN MAL-LOWS	74/568,826	Sept. 1, 1994
USA	JETS	74/636,635	Feb. 21, 1995
USA	STARMELLOWS & DE-SIGN	74/476,351	Jan. 4, 1994
USA	FAVORITE BRANDS INTERNATIONAL	Pending	Mailed 8/22/95

RELEASE
(TRADEMARKS)

This RELEASE (TRADEMARK) is granted on this 31ST day of March 1999 by Wells Fargo Bank, N.A., a national banking association, located at 420 Montgomery Street, San Francisco, California 94163 ("Assignor") as Administrative Bank for the banks under the Revolving Credit and Term Loan Agreement, dated as of September 25, 1995 (the "Credit Agreement"), in favor of Favorite Brands International, Inc., a Delaware corporation located at 2121 Waukegan Road, Suite 300, Bannockburn, Illinois 60015 ("Assignee").

WHEREAS, in connection with the Credit Agreement, Assignee executed and delivered to Assignor, for its benefit and the benefit of the Banks (as defined in the Credit Agreement), a Security Agreement, dated as of September 25, 1995 (the "Security Agreement"), and an Agreement (Trademark), dated as of September 25, 1995 (the "Trademark Security Agreement") in order to grant to the Assignor a continuing security interest in all of the Trademark Collateral (as defined in the Trademark Security Agreement) including, but not limited to, the registered trademarks and trademark applications listed on Attachment I hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 3, 1995 at Reel 1399/Frame 0778, et. seq.;

WHEREAS, Assignee has paid all Loans, Letters of Credit, and the Commitments, and paid and performed all other Obligations (all as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby, on its own behalf and on behalf of the Banks, terminates and releases its security interest in and lien upon the Trademark Collateral, and reassigns to Assignee whatever right, title, and interest in the Trademark Collateral that was assigned to it by Assignee. Such reassignment is without representation or recourse of any kind, express or implied.

IN WITNESS WHEREOF, Assignor has caused this RELEASE (TRADEMARKS) to be duly executed and delivered by its officer thereunto duly authorized as of the date here above first written.

WELLS FARGO BANK, N.A.,

as Administrative Bank

By: _____

Name: JOHN HUKARI

Title: VICE PRESIDENT

Attachment I

Item A Trademarks

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
USA	BUNNYMALLOWS	1,796,041	Sept. 28, 1993
USA	BUNNYMALLOWS & DESIGN	1,854,275	Sept. 13, 1994
USA	FUNMALLOWS	1,689,205	May 26, 1992
USA	HOLIDAY MALLOWS & DESIGN	1,868,504	Dec. 20, 1994
USA	JET-PUFFED	1,729,650	Nov. 3, 1992
USA	HOLIDAY MALLOWS	1,893,709	May 9, 1995
USA	WRAPPLES	1,028,070	Dec. 23, 1975

Pending Trademark Applications

Country	Trademark	Registration No.	Registration Date
USA	BOOMALLOWS	74/570,410	Sept. 15, 1994
USA	FUN YOU CAN EAT	74/381,133	April 20, 1993
USA	FUDGIES	74/416,351	July 22, 1993
USA	HALLOWEEN MALLOWS	74/568,826	Sept. 1, 1994
USA	JETS	74/636,635	Feb. 21, 1995
USA	STARMELLOWS & DESIGN	74/476,351	Jan. 4, 1994
USA	FAVORITE BRANDS INTERNATIONAL	Pending	Mailed 8/22/95