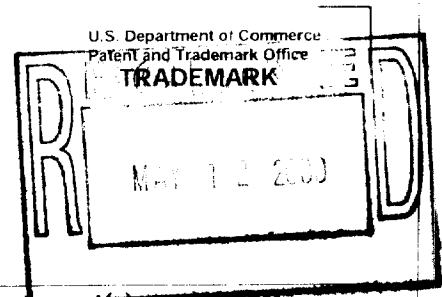


05-30-2000



101333562

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 License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other Declaration of Karen O'Connor in Support of Notification & Recordal

Effective Date
Month Day Year
051000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name PRICE CANDY COMPANY, LLC

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name KAREN O'CONNOR

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1138 Douglas Avenue

Address (line 2) _____

Address (line 3) Burlingame California 94010
City State/Country Zip Code

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

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.)

05/30/2000 DCDATES 00000102 121420 1531068 FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:484 180.00 CH

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: 002045 FRAME: 0898

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1531068"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

plus expedited handling fee from 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.

VERONICA COLBY DEVITT

Name of Person Signing



Signature

MAY 10, 2000

Date Signed

In re Registration No. 1,531,068)
)
Registered: March 21, 1989)
)
Registrant: Price Candy Company, LLC)
)
Mark: EFFIE MARIE'S)
)
)

I, KAREN O'CONNOR, declare that:

1. I was formerly president of K. O'Connor Company, Inc., a California corporation, which previously owned the EFFIE MARIE'S trademark.
2. On or about April 7, 1998, I sold the business and substantially all of the assets of K. O'Connor Company, Inc including the EFFIE MARIE'S trade name, trademark, and Reg. No. 1,531,068 to Price Candy Company, LLC ("Price Candy"), a Delaware corporation. Attached hereto as Exhibit A is the Purchase Agreement reflecting this sale.
3. Ancillary to the sale of the business of K. O'Connor Company, Inc., I caused to be executed an assignment of all right, title and interest in and to the EFFIE MARIE'S trademark, trade dress and brand and U.S. registration No. 1,531,068 as shown as Exhibit B attached hereto.
4. Pursuant to the Purchase Agreement, Section 8, I was entitled to receive royalty payments from Price Candy, but Price Candy has failed to meet its royalty obligations.
5. The Purchase Agreement (Exhibit A) Section 8.h provides that in the event of failure to meet royalty obligations, Price Candy is obligated to execute a reassignment of the EFFIE MARIE'S trademark pursuant to the following terms:

In the event that Buyer fails to meet its royalty obligations hereunder, it shall within thirty (30) days from receipt of a demand, execute a reassignment of the "EFFIE MARIE'S" trademark, trade dress and brand, and U.S. Registration No. 1,531,068 for the trademark, suitable for filing with the United States Patent and Trademark Office, to K. O'Connor Company, Inc. or Karen O'Connor, individually or her estate, or any other successor or assign, which she or her estate may designate. Any assignment of the royalty agreement shall include this obligation to reassign the "EFFIE MARIE'S" trademark, trade dress, and brand and U.S. Registration No. 1,531,068 for the trademark.

6. I have demanded that Price Candy execute the reassignment of the trademark pursuant to the terms of Section 8.h of the Purchase Agreement and Price Candy has refused to do so.
7. On information and belief, Price Candy is no longer in business.
8. I hereby put the successors-in-interest to Price Candy on notice of the obligations of the Purchase Agreement and the requirement to reassign the EFFIE MARIE'S trademark, trade name and the good will associated with the name and the mark.

The undersigned being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the registration, declares that all statements made herein of her own knowledge are true and that all statements made on information and belief are believed to be true.

DATED: 5/10/00 _____

Karen O'Connor

EXHIBIT A

**TRADEMARK
REEL: 002045 FRAME: 0902**

PURCHASE AGREEMENT

Section 1: BUSINESS NAME AND LOCATION - K. O'Connor Company, Inc. (the "Seller"), a California corporation, with its principal place of business at 875 Mahler Road #174, Burlingame, CA 94010, is engaged in the business of selling premium baked desserts products under the trade name Effie Marie's Specialty Desserts (the "Business").

Section 2: SALE OF BUSINESS - Seller agrees to sell the Business to Price Candy Company, LLC (the "Buyer"), a Delaware limited liability corporation, and the Buyer agrees to buy the Business from the Seller for the price and on the terms and conditions set forth herein. This sale shall include all the assets of the Business, unless specifically excluded: including equipment, trade fixtures, leasehold improvements, licenses, goodwill, trade secrets, trade name, all recipes, valid trademarks, trade dress, supplies, accounts receivable, inventory, and trade show deposits but excluding the Excluded Assets listed on EXHIBIT 1 here to (the "Assets").

Section 3: PURCHASE PRICE - The purchase price shall be the sum of all liquid assets on March 31, 1998 plus \$100,000, less all disclosed liabilities, and shall be payable as follows:

Purchase price in cash (the "Cash Payment") paid into an escrow account pursuant to the Escrow Agreement in the form attached hereto as EXHIBIT 3 (the "Escrow Agreement"), which amounts shall be deposited into such escrow account as follows:

\$5,000 Deposited by Buyer upon signing this agreement as part of the down payment and deposited with the escrow holder in a trust account, upon acceptance of this offer.

Balance of the down payment to be deposited in escrow a minimum of 1 day before closing.

Liquid assets are defined as consisting of Cash, Accounts Receivable, Inventory, and Prepaids not specifically excluded from the Purchase Agreement EXHIBIT 2.

- A. Guaranty of Accounts Receivable. Seller guarantees to Buyer that the unpaid balance of all accounts receivable of Seller on hand at March 31, 1998 will be paid during a collection period of six months immediately following the Closing. Seller will pay to Buyer the full amount of these unpaid receivables. Amounts due to Buyer shall be paid by offsetting the same against the Royalty Compensation (Section 8).
- B. Assumption of Liabilities: Buyer assumes only liabilities derived from the ordinary course of business and only if disclosed by the Seller prior to closing. If the total liabilities derived from business operations to be paid in escrow, exceed purchase price; Seller will pay Buyer the unpaid liability balance. Amounts due the Buyer shall be paid by offsetting the same against the Royalty Compensation (Section 8).
- C. Guaranty of Saleable Inventory. Seller guarantees to Buyer that the purchased finished goods inventory will be sold prior to December 31, 1998. Seller will pay to Buyer the amount of unsold inventory remaining at December 31, 1998. Amounts due to Buyer shall be paid by offsetting the same against the Royalty Compensation (Section 8).

Section 4: INVENTORY AT COST - Buyer will accept assume, and satisfy invoicing from RDO Specialty Food and R.D. Connor Company, Inc., on the inventory items identified on EXHIBIT 4.

Section 5: ASSUMPTION OF LIABILITIES - Buyer hereby agrees, upon the Close of Escrow, to accept, assume, satisfy and/or perform when due and to indemnify Seller and hold Seller harmless from all liabilities and obligations of Seller listed on EXHIBIT 5 attached hereto.

Section 6: PURCHASE PRICE ALLOCATION:

Accounts Receivable	Balance on March 31, 1998
Inventories	Balance on March 31, 1998
Office, furniture, fixture, and equipment	\$32,650
Deposits, prepaids	\$13,206
Goodwill	\$10,000
Covenant Not to Compete	Balance on March 31, 1998

Section 7: CONDITIONS TO CLOSING - The obligations of the Buyer and Seller to be performed at the Close of Escrow shall be subject to the satisfactions as of or before the Close of Escrow of the following conditions (unless waived in writing by the Buyer and Seller):

- a. Buyer agrees to sublease, effective April 1 the existing office lease for the location: 875 Mahler Road #174, Burlingame, CA, from the Seller at the rental rate of \$2,900.75 per month for the months of April and May 1998 and thereafter at the rate of \$1,500 per month for a term of 24 months.
- b. Assumption of IKON Capital lease for photocopier by Buyer effective April 1, 1998.
- c. Assumption of Pitney Bowes to rental for mail machine by Buyer effective April 1, 1998.
- d. Written consent of landlord (M&T Storage) to assignment of existing rent for storage facility for trade show booth at 348 Shaw Road, South San Francisco.
- e. Agreement between Seller and Buyer that Seller's employees that are terminated within 150 days of purchase agreement will receive up to \$6,475 from the Buyer in severance pay.
- f. Employment Agreement between Karen O'Connor, individual, and Price Candy Company to be signed.

Section 8: TERMS OF ROYALTY AGREEMENT -

- a. Seller individual shall receive a 3% royalty on annual net sales of Effie Marie products, beginning December 31, 1998 and continuing for six (6) years to December 31, 2003. Royalty to be paid within 90 days of year-end. In addition, Buyer will pay the Seller a premium if sales exceed \$2,000,000 for the years ending December 31, 1998 and December 31, 1999. That premium shall be calculated at the rate of 1% of net sells in excess of \$2,000,000 for each respective year. Effie Marie products include all Effie Marie brand, trademark, trade dress, and private label products currently under purchase contract (Exhibit 8a).
- b. Net sales defined as Gross sales less returns, customary allowances, and freight income.
- c. Private label products not listed in Exhibit 8a, will qualify for the 3% royalty and the additional 1% payment if the gross margin is equal or greater than that of similar branded products. Gross margin is defined by general accepted accounting principles and similar branded products.
- d. For the purposes of net sales calculation for the year December 31, 1998, Buyer agrees to include net sales of Effie Marie products by the Seller from April 1, 1998 through the Close of Escrow (Exhibit 8b).
- e. Royalty shall be determined based on the Buyer's statements of revenue, prepared in accordance with generally accepted accounting principles on a basis consistent with past practice as certified by the Buyer's independent certified public accountants. Such additional compensation shall be payable as soon as practicable after year end, but no later than 90 days of year end. Seller shall have the right at her cost to perform an audit of the books and records of the Buyer to verify the accuracy of the amounts due the Seller. The Buyer agrees to cooperate fully in all respects in providing the information necessary to conduct such audit. If such audit shall disclose any error (credit or debit) the parties agree to make appropriate adjustments within ten (10) days after receipts of the audit finds. If such audit shall disclose that the Royalty due the Seller was understated by five percent (5%) or more, the Buyer agrees to reimburse the Seller for the cost of the audit.

f. This royalty agreement shall continue in force for the term of the agreement (six years) regardless of sale or assignment of trademark, trade dress, or brand by Buyer. Seller will maintain a collateral assignment of the registered trademark for the term of this agreement

g. Seller may assign the royalty agreement at its sole discretion only to Karen O'Connor, individually or her estate.

h. In the event that Buyer fails to meet its royalty obligations hereunder, it shall within thirty (30) days from receipt of a demand, execute a reassignment of the "EFFIE MARIE'S" trademark, trade dress and brand, and U.S. Registration No. 1,531,068 for the trademark, suitable for filing with the United States Patent and Trademark Office, to K. O'Connor Company, Inc. or Karen O'Connor, individually or her estate, or any other successor or assign, which she or her estate may designate. Any assignment of the royalty agreement shall include this obligation to reassign the "EFFIE MARIE'S" trademark, trade dress, and brand and U.S. Registration No. 1,531,068 for the trademark.

During the term of the six (6) years from the Effective Date, the Seller will not, directly or indirectly engage in any of the following: (i) engage or become interested in, as owner, partner, shareholder, investor, lender, or otherwise render any service to, either alone or in association with others, the operation of any business which competes in or is connected with the business of shelf stable baked desserts; (ii) induce or attempt to induce any of the Buyer's customers to reduce such purchases of products from the Buyer's business; (iii) use for other than Buyer's benefit or disclose to any other person(s), natural or corporate, the name and/or requirements of such Buyer's customer to any other person(s); or (iv) solicit any employee or sales representative of the Buyer to leave Buyer's employ. Section shall terminate upon breach of payment by Buyer for failure to meet its royalty obligations

Section 9: ESCROW - The purchase price shall be paid through an escrow to be established with Commercial Escrow Services by March 31, 1998. Estimated date for close of escrow is April 30, 1998 (the "Close of Escrow"). All parties shall cooperate with escrow holder in the completion of any paperwork necessary to transfer this Business and any required licenses. Upon the Close of Escrow, (1) Seller shall receive out of escrow the Cash Payment, (2) Buyer shall receive out of escrow, a bill of sale and trademark assignment, (3) Seller shall transfer the Assets to Buyer, and (4) Buyer shall assumed the disclosed liabilities only and obligations set forth on EXHIBIT 5 attached hereto.

Section 10: REPRESENTATIONS OF SELLER - Except as otherwise set forth herein or in Seller's Schedule of Exceptions, delivered to Buyer on or before the Close of Escrow, to Seller's "Actual Knowledge," which shall mean the actual knowledge of Seller's President. Seller acknowledges and represents as follows:

- a. Seller is operating the Business in compliance with all-applicable law and contracts, except where failure to so comply would not have a material adverse effect upon the Business and the Assets taken as a whole. This compliance will not be violated by the sale, except where such violation would not have a material adverse effect on the Business and the assets taken as a whole.
- b. All assets currently used in the Business are owned by the Seller free from material liens and encumbrances, except as set forth in EXHIBIT 10, attached hereto.

Section 11: REPRESENTATIONS OF BUYER - Buyer hereby represents and warrants that neither Buyer, nor any shareholder, affiliate, officer, director, or employee of Buyer has any knowledge of any breach of the representations and warranties made by Seller pursuant to this Agreement. Buyer shall indemnify, defend and hold harmless Seller from any damage to Seller resulting from any inaccuracy or breach of any of the representations, warranties, covenants or agreements made by Buyer in this Purchase Agreement.

Buyer agrees that it has conducted, and has had the opportunity to conduct, its due diligence and review of the Business to the fullest extent it believes was desirable or appropriate to enter into and complete this Agreement. Seller makes no guarantee or representation that Buyer will be successful or achieve any specific level of gross revenue or net income in the operation of the Business by Buyer.

Section 12 TAXES AND EXPENSE -

- a. Personal property taxes and rent shall be prorated to the Close of Escrow.
- b. The Buyer shall pay all transfer costs and escrow fees. Each party shall pay its own accountants, attorneys, and other advisors.
- c. The Buyer shall pay any sales taxes assessed on the sale of this Business as per allocation of purchase price.

Section 13 CONDUCT OF BUSINESS - From the date hereof until the Closing Date, except as Buyer may otherwise consent in writing, Seller shall conduct Seller's business only in the ordinary and usual course and use all reasonable efforts to preserve intact Seller's business organization and goodwill.

Section 14 SEVERABILITY - If any term or condition of this purchase agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this purchase agreement and such term or condition except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Purchase Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

Section 15 GOVERNING LAW - Both Buyer and Seller agree that this agreement shall be governed by and construed in accordance with laws of the State of Missouri.

Section 16 ATTORNEY FEES - In any suit or arbitration on this agreement between the Buyer and Seller, the prevailing party shall be entitled to reasonable attorney fees and costs.

Section 17. SUMMARY - The entire agreement between the Buyer and Seller relating to the sale of the Business is set forth in this document and can only be modified in writing. This agreement shall bind and benefit the parties and their legal successors.

Section 18. DISPUTE RESOLUTION - Any controversy or claim between or among the parties, their agents, employees, and affiliates arising out of or relating to this Agreement, including without limitation any claim based on or arising from an alleged tort, shall, at the option of any party, be resolved through mandatory arbitration in accordance with the rules then in effect of the American Arbitration Association ("AAA") and Title 9 of the U.S. Code, notwithstanding any other choice of law provision in the Agreement or any related agreements. All statutes of limitations or any waivers contained herein, which would otherwise be applicable, shall apply to any arbitration proceeding under this Section 13. The parties agree that related arbitration proceedings may be consolidated. The arbitrator shall prepare written reasons for the award. The location of the arbitration shall be in Kansas City, Missouri. The arbitrator(s) shall be generally skilled in the legal and business aspects of the subject matter at issue. If the parties cannot agree upon the selection of an arbitrator within fifteen (15) days after receipt by one party from the other of a notice of arbitration, then each party shall within fifteen (15) days after the expiration of said fifteen (15) day period select one arbitrator. If either party fails to appoint an arbitrator within fifteen- (15) days period the other party may designate an arbitrator for the party who failed to make such appointment. The two arbitrators shall select a third arbitrator within fifteen (15) days after their appointment; if the two arbitrators selected by the parties cannot agree upon a third arbitrator, the third arbitrator shall be appointed by the AAA. The decision of the majority of the arbitrators shall be binding upon all parties. The arbitrators shall not be entitled to award punitive damage. Judgement upon the award rendered may be entered in any court having jurisdiction.

No provision of, or the exercise of any rights under, Section 13 shall limit the right of any party to exercise self help remedies such as set-off, or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration.

Section 19: ACKNOWLEDGEMENT & GUARANTEE - By signing below, the Buyer and Seller each acknowledge that they have carefully read and fully understand this agreement and have received a copy of it. The undersigned warrant that their signatures are legally sufficient to bind the Buyer and Seller, respectively.

Section 20: ENTIRE AGREEMENT - This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

Section 21: COUNTERPARTS - This Agreement may be executed in duplicate original counterparts, each of which when taken together shall be considered one and the same instrument.

Section 22: ACCEPTANCE - This offer shall expire unless it is accepted in writing by Buyer and that acceptance is communicated to Seller by 6:00PM on April 6, 1998.

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY

ADDENDUMS ATTACHED

Exhibit 2 - Excluded Assets

Exhibit 3 - Escrow Agreement

Exhibit 4 - Inventory

Exhibit 5 - Assumed Liabilities

Exhibit 8a - List of Private Label Arrangement

Exhibit 10 - Title to Assets

OTHER AGREEMENTS

Employment Agreement - Karen O'Connor and Price Candy Company

Trademark Assignment

OFFER ACCEPTED

BUYER

Price Candy Company, LLC

SELLER

K. O'Connor Company, Inc.

Stephen K. Hendley Pres.

Karen O'Connor

Stephen K. Hendley, President

Karen O'Connor, President

Date: 4-3-98

Date: 4-7-98

8300 N.E. Underground Dr.

875 Mahler Road #174

Kansas City, MO. 64161

Burlingame, CA. 94010

EXHIBIT 2
EXCLUDED ASSETS

Notwithstanding the provisions of Section 2 of the Purchase Agreement, the assets to be transferred to Buyer pursuant to the Purchase Agreement shall not include the following:

1. The rights of the Seller under the Purchase Agreement.
2. Any and all insurance policies and insurance prepayments, deposits, refunds and other rights thereunder.
3. Any and all prepaid franchise and corporate income taxes of Seller and rights to refunds of any franchise or corporate income taxes of Seller.
4. Seller's minute books and stock record books and any other corporate records of Seller.
5. All permits, licenses, franchises, consents, and authorizations of any federal, state, or local regulatory administrative or other governmental agency, body or entity that may not be transferred pursuant to the Purchase Agreement.
6. All right to the corporate name "K. O'Connor Company".
7. 1993 Toyota Camry station wagon.
8. Prepaid organization costs of K. O'Connor Company and prepaid loan fees of K. O'Connor Company.
9. Landlord security deposit for the lease of space at 875 Mahler Road #174, Burlingame, CA 94010.

EXHIBIT 3
ESCROW INSTRUCTIONS

Commercial Escrow Services, Inc.

Escrow No: 39-416 AH

Dated March 30, 1998

EXHIBIT 4
INVENTORY

Inventory to be assumed by Price Candy Company on March 31, 1998

Retail finished goods inventory

- a. Retail finished goods at the Burlingame warehouse. Detailed schedule or shipping document to be submitted before close of escrow. Estimated amount of inventory is \$40,000.
- b. Retail finished goods at RCB/RDO warehouse in Fargo, N.D. Detail schedule or shipping document to be submitted before close of escrow. Estimated amount of inventory is \$97,580.
- c. All finished goods that RDO overproduced after July 1, 1997 will be shipped to Price Candy Company in Kansas City, Missouri and paid within 10 days of shipment. Estimated amount is \$15,000.

Retail packaging inventory

- a. All packaging agreed to by Price Candy Company with RDO Specialty Foods will be paid invoiced directly from RDO to Price Candy after March 31, 1998.
- b. All packaging warehoused at Everett Graphics Inc. and available for shipping orders. Estimated amount at March 31, 1998 is \$78,824.

EXHIBIT 5

ASSUMED LIABILITIES

Upon the Closing of the Purchase Agreement, Buyer takes subject to satisfy and/or perform the following liabilities and obligations.

1. The copier lease dated August 20, 1993 with Alco Capital assigned to IKON Capital.
2. The mail machine lease dated March 15, 1995 with Pitney Bowes.
3. That arises from the Assets and the Business after the Closing, including but not limited to taxes related to Assets and Business.
4. Exhibit of all disclosed liabilities.

EXHIBIT 8

PRIVATE LABEL CLIENTS AND PURCHASE ORDERS

Private label clients and Purchase orders

- 1) Nordstrom's
- 2) Harry & David
- 3) Sam's Wholesale Club

EXHIBIT 10

TITLE OF ASSETS

Bank of America Community Development Bank – Security lien on all business assets (to be paid in full in escrow)

IKON Leasing – photocopier

Pitney Bowes - mailing machine

EXHIBIT B

TRADEMARK
REEL: 002045 FRAME: 0919

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Registration)
)
 No: 1,531,068)
)
 Issued: March 21, 1989)
)
 Registrant: K. O'Connor)
 Company, Inc.)
)
 Class No. 30)
)
 Mark: **EFFIE MARIE'S**)

ASSIGNMENT OF
REGISTRATION

RECEIVED

MAY 08 1998

LIMBACH & LIMBACH

WHEREAS, K. O'Connor Company, Inc., a California corporation, having a principal place of business at 875 Mahler Road, #174, Burlingame, California 94010, is the owner of the EFFIE MARIE'S trademark, trade dress and brand, and U.S. Registration No. 1,531,068 for the trademark; and

WHEREAS, Price Candy Company, LLC, a Delaware limited liability corporation, having a principal place of business at 830 NE Underground Drive #161, Kansas City, MO 64161

_____, is desirous of acquiring said mark and the registration therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said K. O'Connor Company, Inc. does hereby assign, nunc pro tunc as of March 31, 1998, unto Price Candy Company, LLC, all right, title and interest in and to the EFFIE MARIE'S trademark, trade dress and brand, and U.S.

Registration No. 1,531,068 for the trademark, together with the good will of the business associated therewith, the above-identified registration, and all causes of action relating thereto.

K. O'Connor Company, Inc.

Dated: 4-16-98

By Karen O'Connor

Its Karen O'Connor
President

State of CALIFORNIA

County of SAN MATEO

On 4-16-98 before me, LOEIL L. HORN, NOTARY PUBLIC personally appeared KAREN O'CONNOR, ~~personally known to me or~~ proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that he ~~(s)~~/she/they executed the same in his ~~(s)~~/her/their authorized capacity ~~(ies)~~, and that by his ~~(s)~~/her/their signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Lori L. Horn
Signature of Notary

