



b settings = = =

To the Honorable Commissioner of Patents &

102103711

original documents or copy thereof.

Name of conveying party(ies): 5-21-02
Archibald Candy (Canada) corporation

2. Name and address of receiving party(ies)

Name: Archibald Candy Corporation

Internal Address: _____

Street Address: 1137 W. Jackson

City: Chicago State: IL ZIP: 60607

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

Other CANADIAN Corp.

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Illinois
 Other _____

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designators must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Execution Date: June 8, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

163,475
(Laura Secord)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

05/24/2002 DDV/RNE 00000049 163475

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

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.

Laura Konrath
Name of Person Signing

[Signature]
Signature

5/7/02
Date

Total number of pages including cover sheet, attachments, and document: 1

SALE OF TRADEMARKS AND PRODUCT INFORMATION AGREEMENT

THIS AGREEMENT made as of the 8th day of June, 1999

BETWEEN:

ARCHIBALD CANDY CORPORATION, a corporation incorporated under the laws of Illinois (hereinafter referred to as "Archibald")

- and -

ARCHIBALD CANDY (CANADA) CORPORATION, a corporation incorporated under the laws of Canada (hereinafter referred to as "Archibald (Canada)")

WHEREAS:

A. Nestlé Canada Inc. (the "Vendor") and Archibald have entered into an Asset Purchase Agreement, dated May 26, 1999 (the "Asset Purchase Agreement"), pursuant to which Archibald agreed to purchase (or to cause one of its affiliates to purchase) from the Vendor certain Assets (as defined in the Asset Purchase Agreement), including the Trademarks and the Product Information;

B. The obligations of the Vendor and Archibald to complete the purchase and sale contemplated in the Asset Purchase Agreement were conditional upon, *inter alia*, Société des Produits Nestlé S.A. ("SPN") entering into an agreement for the sale of the Trademarks and the Product Information by SPN to Archibald;

C. Archibald assigned all of its right, title and interest in, to and under the Asset Purchase Agreement to Archibald (Canada) pursuant to an Assignment and Assumption Agreement, dated June 8, 1999 between Archibald and Archibald (Canada);

D. SPN did sell to Archibald (Canada) and Archibald (Canada) did purchase from SPN the Trademarks and the Product Information pursuant to a Sale of Trademarks and Product Information Agreement, dated June 8, 1999, between SPN and Archibald (Canada);

E. It is the desire and intention of the parties hereto that Archibald (Canada) sell to Archibald and Archibald purchase from Archibald (Canada) the Trademarks and the Product Information; and

F. Terms used but not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Archibald (Canada) and Archibald mutually agree as follows:

Sale of Trademarks and
Product Information Agreement

ARTICLE 1. PURCHASE OF TRADEMARKS

- 1.1 Archibald (Canada) hereby sells, assigns and transfers to Archibald, its successors and assigns, and Archibald hereby purchases, acquires and accepts from Archibald (Canada), all of Archibald (Canada)'s right, title and interest in and to the Registered Trademarks listed in Part A and Part B of Schedule 1 hereto (including the registrations thereof and all common law rights therein), together with the goodwill attaching thereto and the right to recover for past infringements thereof; all of Archibald (Canada)'s rights and interests in the Trademarks listed in Part C of Schedule 1 hereto (including all common law rights therein), together with the goodwill attaching thereto and the right to recover for past infringements thereof; and all of Archibald (Canada)'s rights and interests in the Product Information.
- 1.2 Archibald (Canada) agrees to herewith deliver to Archibald a form of assignment of the Registered Trademarks (as specified in Schedule 1, Part A) that are suitable for registration in the Canadian Trade-Marks Office. The document shall be in the form attached as Schedule 2 hereto.
- 1.3 At the request of Archibald, Archibald (Canada) agrees to deliver suitable documentation as may be required by Archibald to record, at the expense of Archibald, the transfer of the Registered Trademarks in countries other than Canada (as specified in Schedule 1, Part B). At the request of Archibald, Archibald (Canada) agrees to provide Archibald with additional documentation as may be required so that the sale of such Registered Trademarks to Archibald may be registered in the relevant government office.

ARTICLE 2. POST-TRANSFER MATTERS

- 2.1 Each party hereby agrees that all provisions of this Agreement shall forever survive the execution, delivery and performance of this Agreement and the execution, delivery and performance of any and all documents delivered in connection with this Agreement.
- 2.2 Each party shall promptly do, execute, deliver or cause to be done, executed and delivered, for no additional remuneration, all further acts, documents and things in connection with this Agreement that the other party may reasonably require, for the purposes of giving effect to this Agreement.

ARTICLE 3. NOTICES

- 3.1 Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if (i) delivered personally, (ii) sent by prepaid courier or registered mail, or (iii) sent by facsimile with the original to follow, in each case to the applicable address set out below:

Sale of Trademarks and
Product Information Agreement

(a) if to Archibald (Canada):

c/o Fannie May Holdings, Inc.
1137 West Jackson Boulevard
Chicago, Illinois
Attention: Ted A. Shepherd
Facsimile: (312) 243-3992

(b) if to Archibald:

c/o Fannie May Holdings, Inc.
1137 West Jackson Boulevard
Chicago, Illinois
Attention: Ted A. Shepherd
Facsimile: (312) 243-3992

3.2 Either party may from time to time change its address, facsimile number or the addressee under Section 3.1 by notice to the other party given in the manner provided by Section 3.1.

ARTICLE 4. MISCELLANEOUS

- 4.1 This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
- 4.2 In the event that any provision of this Agreement is declared invalid or contrary to any applicable law, rule, regulation or public policy, all remaining provisions hereof shall continue in full force and effect.
- 4.3 This Agreement supersedes any prior agreements, whether written or oral, and all communications between the parties. This Agreement constitutes the entire agreement between Archibald (Canada) and Archibald with respect to the subject matter hereof.
- 4.4 This Agreement shall enure to the benefit of, and be binding on, the parties hereto and their respective successors and permitted assigns.

Sale of Trademarks and
Product Information Agreement

- 4.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties hereto adopt any signatures received by a receiving facsimile machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.


[signature page follows]

Sale of Trademarks and
Product Information Agreement

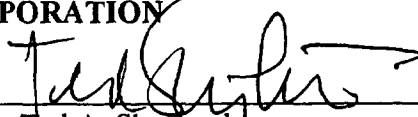
TRADEMARK
REEL: 002513 FRAME: 0695

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and year first written above.

ARCHIBALD CANDY CORPORATION

By: 
Name: Ted A. Shepherd
Title: President and Chief Operating Officer

**ARCHIBALD CANDY (CANADA)
CORPORATION**

By: 
Name: Ted A. Shepherd
Title: President

511621.2

Sale of Trademarks and
Product Information Agreement

SCHEDULE 1

REGISTERED TRADEMARKS

PART A. CANADA

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
LAURA SECORD	TMDA 18979
LAURA SECORD	TMA 291,898
LAURA SECORD	TMA 186,708
LAURA SECORD	TMA 209,560
LAURA SECORD slogan with Hockey Player	TMA 217,670
LAURA SECORD	TMA 308,270
Cameo Design	TMA 280,819
Rose Design (LAURA SECORD)	TMA 301,317
Woman's head in medallion Design (LAURA SECORD)	TMA 207,365
"KIDDY POPS"	UCA 39227
INDULGE	TMA 389,009
CAMEO CONE	TMA 415,221
MEDALLIONS	TMA 126,360
"OCCASIONS BY LAURA SECORD"	TMA 371,465

PART B. OTHER COUNTRIES

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	
LAURA SECORD	United Kingdom	977778	
LAURA SECORD	United Kingdom	B 1243751	
LAURA SECORD	Hong Kong	B 27351988	
LAURA SECORD	Australia	A 402878	
LAURA SECORD	France	1,675,679	
LAURA SECORD	Greece	77408	
LAURA SECORD	Ireland	110725	
LAURA SECORD	Korea Republic of (South)	166260	*Grace period expires July 11/99
LAURA SECORD	Kuwait	15712	
LAURA SECORD	Macau	5812 M	
LAURA SECORD	Saudi Arabia	13939	
LAURA SECORD	Saudi Arabia	13940	
LAURA SECORD	Saudi Arabia	13941	
LAURA SECORD	Saudi Arabia	13942	
LAURA SECORD	Singapore	51484	
LAURA SECORD	South Africa	840270	
LAURA SECORD	Switzerland	340,977	
LAURA SECORD	United States	163,475	

10775902.06

Schedule 2

ASSIGNMENT OF TRADEMARKS

WHEREAS:

- A. Archibald Candy (Canada) Corporation ("Archibald Canada"), the full postal address of whose principal office or place of business is c/o Fannie May Holding, Inc., 1137 West Jackson Boulevard, Chicago, Illinois, 60607, is the owner in Canada of the Trademarks listed in Schedule 1, Part A hereto (the "Canadian Trademarks"); and
- B. Archibald Candy Corporation ("Archibald"), the full postal address of whose principal office or place of business is c/o Fannie May Holdings, Inc., 1137 West Jackson Boulevard, Chicago, Illinois, 60607, is desirous of acquiring the rights to the Canadian Trademarks in Canada; and
- C. Archibald (Canada) and Archibald have entered into an agreement dated June 8, 1999 for the sale by Archibald (Canada) and the purchase by Archibald of the Trademarks, including the Canadian Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Archibald (Canada) does hereby sell, assign and transfer to Archibald, all right, title and interest of Archibald (Canada), in and to the Canadian Trademarks (including the registrations thereof and all common law rights therein), together with the goodwill attaching thereto and the right to recover for past infringement of the Canadian Trademarks.

IN WITNESS WHEREOF, Archibald (Canada) has caused these presents to be executed under the hands of its duly authorized officers, in the City of Chicago, as of June 8, 1999.

ARCHIBALD CANDY (CANADA) CORPORATION

By: Ted A. Sheperd
Name: Ted A. Sheperd
Title: President

By: Donna M. Snopek
Name: Donna M. Snopek
Title: Secretary

514888.1

WINSTON & STRAWN

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

38TH FLOOR
333 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90071-1543

200 PARK AVENUE
NEW YORK, NEW YORK 10166-4193

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

(312) 558-5600

FACSIMILE (312) 558-5700

www.winston.com

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

May 7, 2002

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: Archibald/Archibald (CANADA)

Dear Commissioner:

Enclosed is an Assignment of Trademarks together with a check in the amount of \$40 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

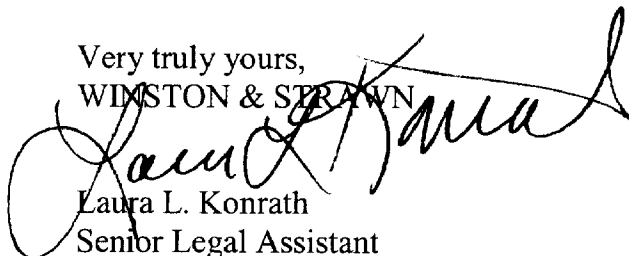
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:cl
Enclosures

RECORDED: 05/21/2002

TRADEMARK
REEL: 002513 FRAME: 0699