

07-15-2002

Form PTO-1594

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(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Resubmit

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

5-7-02

Asher Candy Acquisition Corporation

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

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

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association,
formerly known as First Union National Bank
Address: _____

Street Address: 1339 Chestnut Street
City: Philadelphia State: PA Zip: 19107

- 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 _____

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1856869;

1766099; 1771711 and 1975556

Additional number(s) attached Yes No

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

Name: Carol A. Rader, Paralegal

Internal Address: _____

Wolf, Block, Schorr and Solis-Cohen, LLP

Street Address: 1650 Arch Street

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Elizabeth A. Grzywacz, Esquire

[Signature]

5/3/02

Name of Person Signing

Signature

Date

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

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

TRADEMARK
REEL: 002543 FRAME: 0165

05-07-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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Asher Candy Acquisition Corporation

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

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- Assignment Merger Security Agreement Change of Name Other

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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.

Elizabeth A. Grzywacz, Esquire

Signature

5/3/02

Date

Name of Person Signing

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

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

05/08/2002 GTDN11 00000048 1856869

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TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement") is dated as of April 30, 2002, by and between ASHER CANDY ACQUISITION CORPORATION ("Pledgor"), with a mailing address at 1803 Research Boulevard, Suite 201, Rockville, Maryland 20850, and WACHOVIA BANK, NATIONAL ASSOCIATION, formerly known as First Union National Bank, a national banking association ("Lender"), with its mailing address at 1339 Chestnut St., 4th Floor, Widener Building, Philadelphia, Pennsylvania 19107.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Pledgor agrees with the Lender as follows:

SECTION 1. Defined Terms. As used in this Agreement, the terms set forth in this **Section 1** have the meanings set forth below, unless the specific context of this Agreement clearly requires a different meaning. Any capitalized terms not defined herein shall have such meanings as provided in the Loan Agreement. The singular use of any defined term includes the plural and the plural use includes the singular.

"Borrowers" means, collectively, Sherwood Brands of Virginia, LLC, Sherwood Brands, LLC, Sherwood Brands of RI, Inc. and Pledgor and **"Borrower"** means each of them.

"Event of Default" means any event, condition, or omission, which, after the expiration of any applicable rights of notice or cure, constitutes a violation or default under the Loan Documents or pursuant to any other agreement executed from time to time by Pledgor to or for the benefit of the Lender which evidences or relates or pertains to any of the Obligations.

"Loan Documents" means all agreements, instruments and documents, including without limitation, loan agreements, notes, guaranties, pledges, security agreements, assignments, and all other written matters, whether heretofore, now, or hereafter executed by or on behalf of Pledgor or any other Borrower to or for the benefit of the Lender or by any obligor for obligations guaranteed by Pledgor or any other Borrower to the Lender. Without limiting the foregoing, the term **"Loan Documents"** includes: (a) that certain Loan and Security Agreement of even date herewith among the Borrowers, Sherwood Brands, Inc. and the Lender (a) as amended by that certain First Amendment to Loan and Security Agreement and as the same may be amended from time to time, the **"Loan Agreement"**); (b) that certain amended and restated promissory Note in the face amount of Twenty-Five Million Dollars (\$25,000,000.00) from Borrowers payable to the order of the Lender; (c) that certain promissory note in the face amount of Six Hundred Fifty Thousand Dollars (\$650,000.00) from Borrowers payable to the order of Lender, (d) that certain promissory note in the face amount of Six Hundred Fifty Thousand Dollars (\$650,000.00) from Borrowers payable to the order of Lender, (e) the Surety Agreement dated June 12, 2001 from Sherwood Brands, Inc. for the benefit of the Lender; and (g) all other documents constituting Loan Documents as defined in the Agreement.

"Obligations" shall mean any and all Revolving Loans, Term Loan A, Term Loan B, reimbursement and other payment obligations under or in connection with the Letters of

Credit and all other indebtedness, liabilities and obligations of every kind, nature and description owing by any Borrower to Lender and/or its affiliates, including principal, interest, charges, fees and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Loan Documents or otherwise, whether now existing or hereafter arising, whether arising before, during or after the Term or after the commencement of any case with respect to any Borrower under the United States Bankruptcy Code or any similar statute, whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, original, renewed or extended and whether arising directly or howsoever acquired by Lender including from any other entity outright, conditionally or as collateral security, by assignment, merger with any other entity, participations or interests of Lender in the obligations of any Borrower to others, assumption, operation of law, subrogation or otherwise and shall also include any existing and future obligations under or in connection with any swap agreements (as defined in 11 U.S.C. § 101) with Lender or any affiliate of Lender, and all amounts chargeable to a Borrower under this Agreement or in connection with any of the foregoing.

"Trademarks" means all right, title and interest of Pledgor whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all trademarks, trade names, corporate names, partnership names, company names, business names, fictitious business names, trade styles, service marks, package or product designs, trade dress, logos, other source of business identifiers, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, together with: (a) all renewals thereof, (b) all intellectual property of Pledgor and goodwill of the business to which any of the foregoing relates, (c) all present and future rights of Pledgor, under all present and future license agreements relating to any of the foregoing, whether Pledgor is licensee or licensor thereunder, (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (f) all general intangibles, proceeds and products related thereto, and (g) all rights corresponding thereto throughout the world. **"Trademarks,"** as defined above shall include, without limitation, all of the United States trademarks and trademark applications listed on **Exhibit A** attached hereto and incorporated herein by reference, or as added thereto in accordance with **Section 2** of this Agreement.

"Copyrights" means all right, title and interest of Pledgor whether now owned or existing or hereafter acquired or arising, in, to, under or by virtue of all copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Pledgor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any

of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and incorporated herein by reference, or as added thereto in accordance with Section 2 of this Agreement, and (a) all renewals thereof, (b) 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, and (c) the right to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby mortgages, pledges, and hypothecates unto the Lender and the Lender's successors and assigns upon the following terms and conditions, and hereby grants to the Lender and the Lender's successors and assigns a security interest in and to, all of Pledgor's right, title and interest in, under or by virtue of the Trademarks and the Copyrights, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by Pledgor to the Lender hereunder shall automatically attach to and include all rights to any Trademarks and Copyrights which are subsequently obtained by Pledgor after the date of this Agreement or to any licenses thereof. Pledgor hereby irrevocably and unconditionally authorizes the Lender to modify and amend from time to time this Agreement and Exhibits A and B hereto to include any such additional Trademarks and Copyrights or licenses without any further assent or signature of Pledgor. Future advances are intended to be secured.

SECTION 3. Representations and Warranties. Pledgor represents and warrants that:

(a) Exhibit A attached hereto sets forth all registered Trademarks and pending applications owned by Pledgor as of the date hereof. Each of the Trademarks described on Exhibit A is subsisting and unexpired. None of such Trademarks on Exhibit A has been adjudged invalid, expired or unenforceable in whole or in part, or, except as described in the Loan Agreement, is the subject of any proceeding which seeks any of the foregoing, or has been abandoned, except as indicated.

(b) Exhibit B attached hereto sets forth all registered Copyrights and pending applications owned by Pledgor as of the date hereof. Each of the Copyrights described on Exhibit B is subsisting and unexpired. None of such Copyrights on Exhibit B has been adjudged invalid, expired or unenforceable in whole or in part, or, except as described in the Loan Agreement, is the subject of any proceeding which seeks any of the foregoing, or has been abandoned, except as indicated.

(c) No claim is pending or to our knowledge, threatened against Pledgor that the use of any of the Trademarks or Copyrights infringes upon or violates the rights of any third person, except as indicated.

(d) Pledgor is the owner of the entire unencumbered right, title and interest in and to each of the Trademarks and Copyrights, free and clear of any liens, charges and encumbrances including without limitation pledges, security interests, assignments, express licenses, franchise agreements, registered user agreements and covenants by Pledgor not to sue third persons.

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

(f) Pledgor will use for the duration of this Agreement, proper statutory notice and markings in connection with its use of the Trademarks.

SECTION 4. Maintenance of Trademarks and Copyrights: Prosecution of Applications and Proceedings: Maintenance of Quality Standards. Except in the exercise of Pledgor's reasonable discretion in the ordinary course of Pledgor's business, Pledgor covenants that it will: (a) maintain the current registrations of the Trademarks and Copyrights, and take all reasonable actions necessary to maintain, preserve and continue the validity and enforceability of the Trademarks and Copyrights, including but not limited to the filing of applications for renewal, affidavits of use, and affidavits of incontestability, and the payment of any and all application, renewal, extension or other fees; (b) prosecute diligently any trademark and copyright applications of the Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been unconditionally paid and satisfied in full; (c) do any and all reasonable acts which are necessary or desirable to preserve and maintain all current rights in the Trademarks and Copyrights; (d) except as set forth in this Agreement, not enter into any agreement (for example, a license or royalty agreement) which is inconsistent with Pledgor's obligations under any of the Loan Documents; and (e) not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of this Agreement or the rights of Lender under this Agreement. Any expenses incurred by Pledgor in connection with the Trademarks or Copyrights shall be the sole expense of Pledgor. Pledgor covenants to use and require the use of consistent standards of quality in the manufacture of products sold and services rendered under the Trademarks. Pledgor further agrees to promptly provide upon request, notice to the Lender of all rights obtained subsequent to the date of this Agreement in and to any registered Trademarks and Copyrights not set forth on **Exhibits A or B**. Pledgor hereby agrees that the use by Lender of all Trademarks, Copyrights and licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Pledgor to Lender. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Copyrights and licenses pledged hereunder or (ii) the date on which all Obligations have been paid in full and Lender has no further obligation or commitment to extend any loans or other credit accommodations to any of the Borrowers.

SECTION 5. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an Event of Default, in addition to all other rights and remedies available under the Loan Documents or under applicable law, including but not limited to the rights of a secured party under the Uniform Commercial Code in effect from time to time in the Commonwealth of Pennsylvania, the Lender, without further notice to or consent of Pledgor, shall have the right at any time (but shall have no obligation) to:

(a) immediately execute, in Pledgor's name, and record with all applicable offices (including, without limitation, the Patent and Trademark Office and the Copyright Office) an absolute assignment to Lender by Pledgor of all rights, title and interest of Pledgor in and to the Trademarks and Copyrights;

(b) take exclusive possession and/or place a custodian in exclusive possession of any or all of the Trademarks and Copyrights from time to time;

(c) take, in its name or in the name of Pledgor or otherwise, such actions as the Lender may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the Trademarks and Copyrights, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk;

(d) use, operate, manage, and control the Trademarks and Copyrights in any lawful manner and collect and receive all income, revenue, earnings, issues, and profits therefrom; and

(e) Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in Pledgor's name to enforce the Copyrights and/or Trademarks, and any licenses thereunder, and, if Lender shall commence any such suit, Pledgor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Pledgor in the exercise of its rights under this **Section 5(e)**.

Notice of any sale or other disposition shall be given to Pledgor at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the Trademarks and Copyrights is to be made which Pledgor hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks and Copyrights, free from any right of redemption on the part of Pledgor, which right is hereby waived and released to the extent lawfully permitted. Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Trademarks and Copyrights are insufficient to pay in full the Obligations and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the Lender in collecting any such deficiency. Pledgor hereby irrevocably and unconditionally authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse or sign Pledgor's name on all applications, documents, papers and instruments necessary for the Lender or the designee of the Lender to: (i) own and use the Trademarks and Copyrights; (ii) grant or issue any exclusive or nonexclusive licenses under the Trademarks and Copyrights to any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Copyrights to any other person on such terms and conditions as the Lender shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the Trademarks and Copyrights; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the Trademarks and Copyrights; (vi) defend any suit, action or proceeding brought against Pledgor with respect to any of the Trademarks and Copyrights; (vii) settle, compromise or adjust any of the aforesaid suits, actions or proceedings and, in connection therewith, to give such discharges as the Lender may deem appropriate; and (viii) do all acts and things which the Lender deems necessary from time to time to protect, preserve or realize upon the Trademarks and Copyrights and the Lender's liens thereon and to effect the intent of this Agreement. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This

power of attorney shall be irrevocable for the life of this Agreement, and is intended by Pledgor to be a power of attorney coupled with an interest. All of the Lender's rights and remedies with respect to the Trademarks and Copyrights, whether established by this Agreement, by any Loan Document, or by law shall be cumulative and may be exercised singularly or concurrently.

SECTION 6. No Duty Imposed Upon Lender. The powers conferred upon the Lender hereunder are solely to protect the interests of the Lender in the Trademarks and Copyrights and shall not impose any duty upon the Lender to exercise any such powers.

SECTION 7. Third Parties May Rely Upon Pledgor's Authorizations to Lender. If the Lender shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office, the United States Copyright Office and all other persons and entities shall have the right to rely upon the Lender's written statement of the Lender's right to sell, assign, license and transfer the Trademarks and the Copyrights and Pledgor hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office, the United States Copyright Office and all other persons and entities to recognize such sale by the Lender either in Pledgor's name or in the Lender's name without the necessity or obligation of the United States Patent and Trademark Office, the United States Copyright Office or any other persons and entities to ascertain the existence of any default by Pledgor under the Loan Documents, or any other fact or matter relating to the entitlement of the Lender to exercise its rights hereunder.

SECTION 8. Costs and Expenses. All reasonable fees, costs and expenses, including any attorney's fees and legal expenses, incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto, the filing or recording of this Agreement or any other documents (including all taxes in connection therewith) in public offices, or in the event of an Event of Default, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or any other fees incurred in otherwise protecting, maintaining or preserving the Trademarks and/or the Copyrights; in enforcing the terms of this Agreement; or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks. Such reasonable costs and expenses shall be borne and paid by Pledgor on demand by the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate in effect from time to time under the Loan Documents.

SECTION 9. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent as provided in the Loan Agreement.

SECTION 10. Further Assurances. Pledgor shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the Lender to vest in, effectuate assure to the Lender its rights under this Agreement or in any of the Trademarks and Copyrights. Pledgor hereby constitutes the Lender its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, including such filings with the United States Patent and Trademark Office, the United States Copyright Office or in any other office or place of public filings as the Lender deems to be necessary or appropriate, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any Obligations.

SECTION 11. Amendment. Except as provided in **Section 2** above, the terms and conditions of this Agreement may be modified, altered, waived, or amended only by a writing executed by the Lender consenting to the modification, alteration, waiver, or amendment.

SECTION 12. Choice of Law. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania. All parties hereto consent to the jurisdiction and venue of the courts of the Commonwealth of Pennsylvania in any action to enforce, construe or interpret this Agreement.

SECTION 13. Severability. If any of the provisions of this Agreement are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable form and shall not invalidate any other provision of this Agreement.

SECTION 14. Successors And Assigns. The terms, covenants and conditions contained in this Agreement shall inure to the benefit of the Lender and its successors and assigns, and shall be binding upon Pledgor and its successors and assigns.

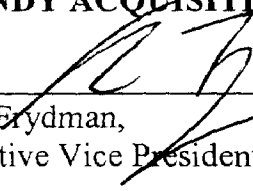
SECTION 15. Waiver of Jury Trial. Pledgor and the Lender each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of either party hereto, with respect to this Agreement, the Loan Documents, or any other document or agreement which in any way relates, directly or indirectly, to this Agreement, the Loan Documents, the Obligations or any event, transaction or occurrence arising out of or in any way connected with this Agreement, the Loan Documents, any of the Obligations, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written with the specific intention of creating an instrument under seal. .

PLEDGOR:

ASHER CANDY ACQUISITION CORPORATION

By:  _____

Amir Erydman,
Executive Vice President

LENDER:

WACHOVIA BANK, NATIONAL ASSOCIATION,
formerly known as First Union National Bank

By:  _____

George C. Kyvernitis, Vice President

STATE OF *MD*
COUNTY OF *Montgomery*

:
: SS
:

On this, the 17 day of April, 2002, before me, a Notary Public, personally appeared Amir Frydman who acknowledged himself to be Executive Vice President of Asher Candy Acquisition Corporation, a Wyoming corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kelley Ann Naughton
Notary Public
My commission expires: *2/3/02*

STATE OF ~~*MD*~~
COUNTY OF ~~*Montgomery*~~

:
: SS
:

On this, the 17 day of April, 2002, before me, a Notary Public, personally appeared George C. Kyvernitis who acknowledged himself to be Vice President of Wachovia Bank, National Association, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kelley Ann Naughton
Notary Public
My commission expires: *2/3/02*

STATE OF

:
: SS

COUNTY OF

:

On this, the _____ day of April, 2002, before me, a Notary Public, personally appeared Amir Frydman who acknowledged himself to be Executive Vice President of Asher Candy Acquisition Corporation, a Wyoming corporation, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My commission expires:

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

:
: SS
:

On this, the 2ND day of MAY, 2002, before me, a Notary Public, personally appeared George C. Kyvernitis who acknowledged himself to be Vice President of Wachovia Bank, National Association, and that he as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Joanne G. Kruszevski
Notary Public
My commission expires: MARCH 4, 2006

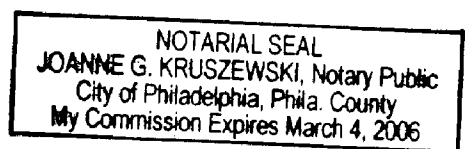


Exhibit A
Asher Candy Acquisition Corporation
Pending Trademark Applications

Registered Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Asher	1856869	10/4/94
Tiger Tails	1766099	4/20/93
Gourmet Canes	1771711	5/18/93
Columbia Sportswear Company (Asher with design)	1975556	5/28/96

Exhibit B
Asher Candy Acquisition Corporation
Pending Copyright Applications

Registered Copyrights

NONE