

12-04-2002



102301311

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

1. Name of conveying party(ies):
Sweet Factory, Inc.

10-28-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Sweet Candy, LLC

Internal

Address: 3370 Grand Ave., 2nd Floor

Street Address: _____

City: Chino Hills State: CA Zip: 91709

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

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

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

A. Trademark Application No.(s) 76/244,505

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Mark R. Ziebell

Internal Address: Falk, Shaff & Ziebell, LLP

Street Address: 18881 Von Karman Ave.,

Suite 1400

City: Irvine State: CA Zip: 92612

6. Total number of applications and registrations involved: _____

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Mark R. Ziebell
Name of Person Signing

Signature

10/22/02
Date

Total number of pages including cover sheet, attachments, and document: 15

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

12/03/2002 6TON11 00000070 7624805

01 FC:8521

40.00 OP

TRADEMARK
REEL: 002628 FRAME: 0226

REVOCATION OF PREVIOUS POWER OF ATTORNEY AND NEW POWER OF ATTORNEY

Serial Number: 76/244,505
Issue Date: April 23, 2001
Word Mark: TAG YOUR TASTEBUDS

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application and hereby appoint Mark Ziebell, as my attorney to prosecute the Trademark identified above, and transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the application identified above to Mark Ziebell, Falk, Shaff & Ziebell, LLP, 18881 Von Karman Ave., Suite 1400, Irvine, CA 92612. Mr. Ziebell's telephone number is 949.660.7700 and his facsimile number is 949.660.7799.

I am the:

- Owner of Sweet Candy, LLC, the owner of the mark
 Assignee of record of the entire interest.

Dated: *October 22, 2002*



David Kim, CEO

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ASSIGNMENT OF TRADEMARKS

WHEREAS:

- A. Archibald Candy Corporation ("Archibald"), 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 of the trademarks listed in Schedule A hereto (the "Trademarks"); and
- B. Sweet Factory, Inc. ("Sweet Factory"), 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.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Archibald does hereby sell, assign and transfer to Sweet Factory, all right, title and interest of Archibald, in and to the 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 Trademarks.

IN WITNESS WHEREOF, Archibald has caused these presents to be executed under the hands of its duly authorized officers, in the City of Chicago, as of August 5, 2002.

ARCHIBALD CANDY CORPORATION

By: Ted A. Shepherd

Name: Ted A. Shepherd

Title: President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On August 5, 2002, Ted A. Shepherd, personally appeared, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon whose behalf the person acted, executed the instrument.

Witness my hand and official seal.

Laura J. Smiley
Notary Public



Schedule A

Trademarks

Sweet Graffiti

Live wires

sourworks

tag your tastebuds

ASSIGNMENT OF INTANGIBLE PROPERTY

Sweet Factory Group, Inc., a Delaware corporation, Sweet Factory, Inc., a Delaware corporation, SF Candy Company, a Delaware corporation and SF Properties, Inc., a Delaware corporation and Debtors and Debtors-In-Possession under Case No. 01-11311 (RAB) in the United States Bankruptcy Court for the District of Delaware (collectively, the "Assignor") is executing this Assignment of Intangible Property (the "Assignment") in favor of Sweet Candy LLC, a Nevada limited liability company (the "Assignee") as assignee of RDR Group, Inc., a California corporation ("Buyer"), with respect to the following facts and circumstances:

(A) Assignor and Buyer have heretofore entered into that certain Asset Purchase Agreement dated as of June 5, 2002 (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed such terms in the Purchase Agreement;

(B) Pursuant to that certain Assignment dated as of August 5, 2002 (the "LLC Assignment"), Buyer has assigned to Assignee certain of its rights, but not its obligations, under the Purchase Agreement; and

(C) Concurrently with the execution and delivery of this Assignment, Assignor and Buyer are consummating the transactions contemplated by the Purchase Agreement. Pursuant to Sections 3.3.3 and 3.4.3 of the Agreement, Assignor and Assignee, as assignee of Buyer, are required to mutually execute and deliver this Assignment at the Closing.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, to the extent of its respective interests therein, each of the entities comprising Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to all Intangible Property together with the goodwill associated therewith, including, but not limited to, its right, title and interest, if any, in and to the Intangible Property identified on **Schedule 1** attached hereto and incorporated herein by this reference. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Agreement and the acknowledgement, disclaimer, and indemnity set forth in Section 7 thereof). In the event of any inconsistencies between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

Assignee and Buyer expressly acknowledge and agree that nothing contained herein shall constitute a release or a delegation of the obligations of Buyer to Assignor under the Purchase Agreement.

In the event that Assignor, Buyer or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision which would cause the application of the laws of any jurisdiction other than those of the State of California.

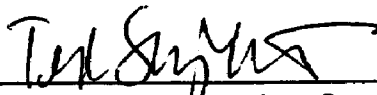
Bankruptcy Court Jurisdiction. BUYER, ASSIGNEE AND ASSIGNOR AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PROPERTY AND/OR ASSUMED LIABILITIES, AND ASSIGNEE EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

Jury Trial: TO THE EXTENT THAT THE PARTIES HERETO MAY HAVE THE RIGHT TO TRIAL BY JURY, EACH OF ASSIGNOR, BUYER AND ASSIGNEE HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

IN WITNESS WHEREOF, the parties have executed this Assignment of Intangible Property as of the 6th of August, 2002.

ASSIGNOR:

SWEET FACTORY GROUP, INC
a Delaware corporation
and Debtor and Debtor-In-Possession

By: 
Name: Ted Shepherd
Title: President/CEO

[Signatures continued on following page]

SWEET FACTORY, INC
a Delaware corporation
and Debtor and Debtor-In-Possession

By: Ted Shepherd
Name: Ted Shepherd
Title: President/CEO

SF CANDY COMPANY
a Delaware corporation
and Debtor and Debtor-In-Possession

By: Ted Shepherd
Name: Ted Shepherd
Its: President/CEO

SF PROPERTIES, INC.

By: Ted Shepherd
Name: Ted Shepherd
Its: President/CEO

ASSIGNEE:

SWEET CANDY LLC,
a Nevada limited liability company

By: _____
Name: _____
Its: _____

[Signatures continued on following page]

SWEET FACTORY, INC
a Delaware corporation
and Debtor and Debtor-In-Possession

By: Ted Shepherd
Name: Ted Shepherd
Title: President + CEO

SF CANDY COMPANY
a Delaware corporation
and Debtor and Debtor-In-Possession

By: Ted Shepherd
Name: Ted Shepherd
Title: President + CEO

SF PROPERTIES, INC.

By: Ted Shepherd
Name: Ted Shepherd
Title: President + CEO

ASSIGNEE:

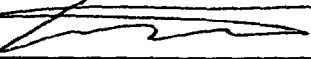
SWEET CANDY LLC,
a Nevada limited liability company

By: David Kim
Name: DAVID KIM
Title: Chief Executive Officer

[Signatures continued on following page]

BUYER:

RDR Group, Inc.
a California corporation

By: 
Name: DAVID KIM
Its: President, CEO

Schedule 1

INTELLECTUAL PROPERTY AND TRADE NAMES

A. Trademarks

<u>Mark</u>	<u>Registration No. (Serial No.)</u>	<u>Registration Date (Filing Date)</u>
<u>Sweet Factory, Inc.</u>		
EXTREME BEANS	2,097,391	9/16/98
SWEET GRAFFITI	2,581,748	6/18/02
LIVE WIRES	2,512,490	11/27/01
SOUR WORKS	76\244506	4/23/01
TAG YOUR TASTE BUDS	76\244505	4/23/01

Sweet Factory Group, Inc.

None

SF Properties, Inc.

None

SF Candy Company

None

B. Trade Names

Sweet Factory
Sweet Factory Group, Inc.
Sweet Factory Group
SF Candy Company
Sweet Factory, Inc.
SF Properties, Inc.

C. Domain Name

“www.sweetfactory.com”

D. Copyrights

Architectural drawings for candy rack displays	VAU 279 768	7/15/93
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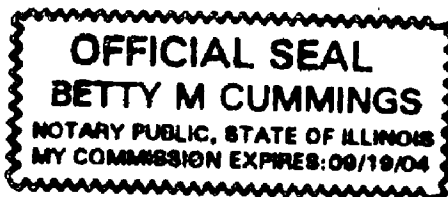
[Notary acknowledgement forms on the following pages]

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On August 6, 2002, Betty Cummings Notary Public, personally appeared Ted Shepherd, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon whose behalf the person acted, executed the instrument.

Witness my hand and official seal.

Betty M. Cummings
Notary Public



STATE OF _____)
)ss.
COUNTY OF _____)

On _____, 2002, _____ Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon whose behalf the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public