

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Philadelphia Chewing Gum Corporation	American Chewing Gum Inc.	06/26/2003	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Concord Confections Inc.
Street Address:	345 Courtland Avenue
City:	Concord
State/Country:	ONTARIO
Postal Code:	L4K 5A6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 72

Property Type	Number
Registration Number:	0629666
Registration Number:	0629667
Registration Number:	0629668
Registration Number:	0633280
Registration Number:	0639810
Registration Number:	0659600
Registration Number:	0689189
Registration Number:	0709157
Registration Number:	0748252
Registration Number:	0752234
Registration Number:	0770470

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Registration Number:	0816328
Registration Number:	0818812
Registration Number:	0829879
Registration Number:	0832256
Registration Number:	0832622
Registration Number:	0833025
Registration Number:	0835182
Registration Number:	0854780
Registration Number:	0868234
Registration Number:	0961030
Registration Number:	1004339
Registration Number:	1037602
Registration Number:	1047791
Registration Number:	1047792
Registration Number:	1066342
Registration Number:	1084163
Registration Number:	1146357
Registration Number:	1148090
Registration Number:	1165731
Registration Number:	1192595
Registration Number:	1202237
Registration Number:	1247829
Registration Number:	1247830
Registration Number:	1248568
Registration Number:	1249202
Registration Number:	1259574
Registration Number:	1297920
Registration Number:	1307338
Registration Number:	1346582
Registration Number:	1354508
Registration Number:	1363631
Registration Number:	1392545

Registration Number:	1408816
Registration Number:	1409724
Registration Number:	1548538
Registration Number:	1593261
Registration Number:	1719566
Registration Number:	1733381
Registration Number:	1740048
Registration Number:	1740049
Registration Number:	1763086
Registration Number:	1807806
Registration Number:	1825923
Registration Number:	1829942
Registration Number:	1868952
Registration Number:	2096620
Registration Number:	2120275
Registration Number:	2179633
Registration Number:	2198413
Registration Number:	2216764
Registration Number:	2242182
Registration Number:	2262631
Registration Number:	2267831
Registration Number:	2347915
Registration Number:	2408461
Registration Number:	2452911
Registration Number:	2502389
Registration Number:	2519792
Registration Number:	2572364
Registration Number:	2638407
Registration Number:	2700123

CORRESPONDENCE DATA

Fax Number: (212)557-1475

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-687-7070
Email: dlsmith@randrose.com
Correspondent Name: David L. Smith
Address Line 1: 605 Third Avenue, 24th Floor
Address Line 4: New York, NEW YORK 10158

NAME OF SUBMITTER:

David L. Smith

Total Attachments: 6

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EXHIBIT 1.7(a)(iii)

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made and entered into as of June 26, 2003, by and among Philadelphia Chewing Gum Corporation, a Pennsylvania corporation and Gum Base International, Inc., a Pennsylvania corporation ("Assignors"), and Concord Confections Inc., an Ontario corporation ("Assignee").

RECITAL

WHEREAS, Assignee and Assignors are parties to an Asset Purchase Agreement dated as of June 26, 2003 (the "Agreement"), pursuant to which Assignors have agreed to sell to Assignee and Assignee has agreed to buy from Assignors the Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignors. Pursuant to the Agreement, Assignors have agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, trademark applications and trade names, including without limitation the service marks, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignors, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors' worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Service marks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service marks and Trademarks shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignors have caused its duly authorized officer to execute this Assignment of Service marks and Trademarks as of the date first above written.

Philadelphia Chewing Gum Corporation, a Pennsylvania corporation

By: Edward L. Fenimore
Edward L. Fenimore, President

[SEAL]

Gum Base International, Inc., a Pennsylvania corporation

By: Richard L. Fenimore
Richard L. Fenimore, President

[SEAL]

Commonwealth of Pennsylvania)
County of Philadelphia) ss.:

On this 25th day of June, 2003, before me, N. James Peljae personally appeared Richard L. Fenimore, President of Gum Base International, Inc., personally known to me (or 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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

N. James Peljae
Notary Public



Commonwealth of Pennsylvania)

County of Philadelphia) ss.:

On this 25th day of June, 2003, before me, N. James Peljae, personally appeared Edward L. Fenimore, President of Philadelphia Chewing Gum Corporation, personally known to me (or 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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

N. James Peljae
Notary



DOMESTIC TRADE MARKS INVENTORY

REGISTRATION		CONTENT	RENEWAL DATE
DATE	NUMBER		
6/26/1976	629666	MAGIC COLORS	6/26/2006
6/26/1976	626667	PINK OWL	6/26/2006
6/26/1976	629668	SWELL	6/26/2006
8/21/1976	633280	EL BUBBLE	8/21/2006
1/8/1977	639810	HOT- CHU	1/8/2007
3/18/1978	659600	SATELLITES	3/18/2008
12/1/1979	689189	MAGIC	12/1/1999
12/27/1980	709157	FRUIT STIX	12/27/2010
4/16/1983	748252	BUBBLE POPS	4/16/2003
7/2/1983	752234	DYNAMITE	7/2/2003
5/26/1984	770470	BIG FRUIT	5/26/2004
10/14/1986	816328	BUBBLE BUCK	10/4/2006
11/15/1986	818812	BIG CHOICE	11/15/2006
6/6/1987	829879	MAGIC FLAVORS	6/6/2007
7/18/1987	832256	MIGHTY BUBBLE	7/18/2007
7/25/1987	832622	FUN WITH GUM	7/25/2007
8/1/1987	833025	BUBBLE GUM FUN	8/1/2007
9/12/87	835182	SWELL BRAND AND DESIGN	9/12/2007
8/13/1988	854780	BIG SHOT	8/13/2008
4/15/1989	868234	CRAZY FRUIT	4/15/2009
6/12/1993	961030	SUPERSTAR Re-newed	6/12/2003
2/11/1995	1004339	CHEW-OLA (Stylized)	2/11/2005
4/6/1976	1037602	HEY MAN AND DESIGN	4/6/2006
9/7/1976	1047791	SMART HEARTS	9/7/2006
9/7/1976	1047792	EARTH- SHAKERS AND DESIGN	9/7/2006
5/24/1977	1066342	HEROS	5/24/2007
1/31/1978	1084163	BUBBLE MACHINE	1/31/2008
1/20/1981	1146357	SUPPLEMENTAL REGISTER (2PC PLASTIC CAPSULE)	1/20/2011
3/3/1981	1148090	SPIDER EGGS	3/3/2011
8/18/1981	1165731	JOE BLO	8/18/2011
5/23/1982	1192595	FRUIT HEADS	3/23/2012
4/6/1982	1193281	PUCKER UPS	4/6/2002
7/20/1982	1202237	BLEEP- BLIPS AND STYLIZED	7/20/2012
8/9/1983	1247829	SODA STRAWS	8/9/2003
8/9/1983	1247830	GUMSUCKERS	8/9/2003
8/16/1983	1248568	GUMWICH	8/16/2003

8/23/1983	1249202	BLEEPER	8/23/2003
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DOMESTIC TRADE MARKS INVENTORY

REGISTRATION		CONTENT	RENEWAL DATE	
DATE	NUMBER			
11/29/1983	1259574	BUBBLE POPS		11/29/2003
9/25/1984	1297920	DOGGIE MAN		9/25/2004
11/27/1984	1307338	SODA JERK		11/27/2004
7/2/1985	1346582	CHEW'EMS		7/2/2005
8/13/1985	1354508	ANIMAL BUBBLES		8/3/2005
10/1/1985	1363631	KNUCKLE BALL		10/1/2005
5/6/1986	1392545	MAGIC FLOWERS		5/6/2006
9/9/1986	1408816	MAGIC BUBBLES		9/9/2006
9/16/1986	1409724	BUBBLE HEAD		9/16/2006
7/18/1989	1548538	ALLIGATOR EGGS		7/18/2009
4/24/1990	1593261	FRESH MOUTH		4/24/2000
9/22/1992	1719566	EGG HUNT FUN		9/22/2012
11/17/1992	1733381	DRAWING FOR CRY BABY		11/17/2002
12/15/1992	1740049	DRAWING FOR CRY BABY TEARS		12/15/2012
12/15/1992	1740048	CRY BABY TEARS		12/15/2012
4/6/1993	1763086	CRY BABY Re-newed		4/6/2003
11/30/1993	1807806	OFFICE PLEASURES		11/30/2003
3/8/1994	1825923	MOUTH WASH		3/8/2004
4/5/1994	1829942	CASTAWAYS		4/5/2004
12/20/1994	1868952	FUN ZONE	sec 8 due	12/20/2004
7/4/1995	190396	MONSTER TRUCK TIRES	sec 8 due	7/4/1995
9/16/1997	2,096,620	L'ICE CREAM	sec 8 due	9/16/2007
12/9/1997	2,120,275	POCKET POWER	sec 8 due	12/7/2007
8/4/1998	2,179,633	EASTER FLOWERS	sec 8 due	8/4/2008
10/20/1998	2,198,413	BUBBLE SHAKER	sec 8 due	10/20/2004
1/5/1999	2216764	GOLD ROCKS	sec 8 due	1/5/2005
4/27/1999	2,242,182	BUBBLE PEANUTS (Supplemental Register)	sec 8 due	4/27/2009
7/20/1999	2,262,631	DESIGN OF ERASER SHAPED CANDY	sec 8 due	7/20/2009
8/3/1999	2,267,831	BUBBLE POPCORN (Supplemental Register)	sec 8 due	8/3/2009
5/2/2000	2,3,47,915	AMERICA'S FAVORITE SOUR GUM	sec 8 due	5/2/2010
11/28/2000	2,408,461	JACK HAMMER	sec 8 due	11/28/2010
5/22/2001	2,452,911	RUBBLE GUM	sec 8 due	5/22/2007
10/30/2001	2,502,389	PEN PALS	sec 8 due	10/30/2007

12/18/2001	2,519,792	CRY BABY for FROZEN CONFECTIONS, FLAVORED ICES, ICE CREAM AND ICE MILK	sec 8 due	12/18/2007
5/21/2002	2,572,364	EASTER BASKET EGGS	sec 8 due	5/21/2008
10/22/2002	2,638,407	COTTON CANDY (Styllzed)	sec 8 due	10/22/2008

DOMESTIC TRADE MARKS INVENTORY

REGISTRATION		CONTENT	RENEWAL DATE	
DATE	NUMBER			
3/25/2003	2,700,123	CHECKERED FLAG	sec 8 due	3/25/2009