

02-28-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

102377458 TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): Tootsie Roll Industries, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Virginia Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Sweeney Candy Co., LLC Internal Address: Street Address: 2 Craig Lane City: Haverford State: PA Zip: 19041 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company - DE 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: February 18, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 0777494; 0746286 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jennifer R. Quinn Internal Address: Ungaretti & Harris Street Address: 3500 Three First National Plaza City: Chicago State: IL Zip: 60602

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02/28/2003 DBYRNE 00000127 0777494 01 FC:8521 02 FC:8522

9. Signature. 40.00 DP 25.00 DP Jennifer R. Quinn Name of Person Signing

Signature of Jennifer R. Quinn

February 26, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

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

ASSIGNMENT AGREEMENT

This is an Assignment Agreement (this "Agreement") between Tootsie Roll Industries, Inc., a corporation organized and existing under the laws of the state of Virginia and having a place of business at 7401 South Cicero Avenue, Chicago, Illinois 60629, hereafter "Tootsie Roll," and Sweeney Candy Co., LLC, a Delaware limited liability company, having an address at 2 Craig Lane, Haverford, Pennsylvania 19041, hereafter "Sweeney Candy"

Sweeney Candy is interested in buying, and Tootsie Roll is interested in selling, without representations or warranties other than those expressly set forth herein, such intellectual property rights as Tootsie Roll may own relating to the TURKISH TAFFY (as defined below) and BONOMO (as defined below) trademarks.

Now therefore, for good and variable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing and as follows:

1. Tootsie Roll will and does hereby sell, transfer and assign to Sweeney Candy such intellectual property rights as it may own or possess relating to the trademarks "Turkish Taffy" assigned Registration No. 0777494 ("TURKISH TAFFY") by the United States Patent and Trademark Office ("USPTO") and "b Bonomo" assigned Registration No. 0746286 by the USPTO ("BONOMO"), together with the goodwill associated therewith and symbolized by said trademarks. Such intellectual property rights shall include only the trademarks TURKISH TAFFY and BONOMO, such formulas and recipes relative to the manufacture of BONOMO and TURKISH TAFFY candy that are currently available without representations as to suitability for commercial purposes or use, copies of such advertising and promotional material for BONOMO and TURKISH TAFFY as may be readily available in the archive records of Tootsie Roll, copies of third party correspondence relating to these trademarks received in the past year, all correspondence and records relating to the current cancellation proceedings, hereinafter identified, and all of Tootsie Roll's right, title and interest, legal and equitable, in and to any claims, causes of action for past, present or future infringements of the trademarks and for unfair competition and any related claims Tootsie Roll may against any third parties, all hereinafter identified as the "Intellectual Property Rights."

2. Tootsie Roll makes no representations or warranties relative to the validity or enforceability of the BONOMO and TURKISH TAFFY trademarks, either under common law or under any registration herein assigned. Nor does Tootsie Roll make any representation or

warranty as to the continued goodwill associated with the trademarks BONOMO and/or TURKISH TAFFY, alone or in combination. Tootsie Roll makes no representations or warranties with respect to the current utility, originality or exclusivity of any recipe or formula or the worth utility of any documents or other materials herein assigned, transferred or given over to Sweeney Candy.

3. Sweeney Candy shall pay to Tootsie Roll Fifty Thousand and No/100 Dollars (\$50,000) (the "Purchase Price"). The Purchase Price shall be paid in full by wire transfer to an account designated in writing by Tootsie Roll.

4. Tootsie Roll expressly represents that it is currently involved in a cancellation pending before the USPTO entitled Weisen v. Tootsie Roll Industries, Inc., under Cancellation No. 92040463, and that there is no representation or warranty with respect to the ultimate disposition of such cancellation proceeding. Sweeney Candy in turn represents that it has satisfied itself with respect to the state of the cancellation proceedings and recognizes the risks inherent in such proceedings.

5. ~~Tootsie Roll agrees to execute an assignment document in the form hereto attached as Appendix A~~ ^{for an appropriate} ~~for purposes of recording this Assignment in the USPTO of Registration Nos. 0777494 and 0746286. Tootsie Roll represents and warrants that it is the owner of these registrations and that the assignment in the form hereto attached as Appendix A will, pursuant to standard USPTO procedures, when recorded, complete transfer of such rights as Tootsie Roll may have in the trademarks set forth above in the name of Sweeney Candy. Tootsie Roll represents and warrants that it has not entered into any agreements or executed any assignments that are inconsistent with its assignment of the aforesaid trademarks and registrations therefore to Sweeney Candy.~~ ^{This shall serve as the}

M
Al
attorney
Sweeney
Candy

6. Tootsie Roll agrees, at no expense to itself, to make available in Chicago, at reasonable times during business hours and for reasonable lengths of time, its personnel for purposes of providing historical information relative to the BONOMO and TURKISH TAFFY trademarks. Tootsie Roll further agrees to execute or have executed such additional documents as may properly be required to effect the express terms and conditions of this Agreement.

7. Tootsie Roll agrees not to use the trademark BONOMO or TURKISH TAFFY or colorable variations thereof for candy unless Sweeney Candy has abandoned the trademark or trademarks and in such event Tootsie Roll may, if it wishes, make use only of the trademark so