TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harry London Candies, Inc.		08/05/2003	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Bank One, NA
Street Address:	1717 Main Street
Internal Address:	Lower Level
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 14

Property Type	Number
Registration Number:	1918956
Registration Number:	1823041
Registration Number:	1309265
Registration Number:	1925686
Registration Number:	1805481
Registration Number:	1927891
Registration Number:	2091794
Registration Number:	2058089
Registration Number:	2062014
Registration Number:	2117089
Serial Number:	75617995
Registration Number:	2392222
Registration Number:	1346592
Registration Number:	2094268

CH $365.00 1918956

CORRESPONDENCE DATA

Fax Number: (214)939-6100

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

Phone: 214-939-5804

Email: nealk@hughesluce.com

Correspondent Name: Michele P. Schwartz

Address Line 1: 1717 Main Street

Address Line 2: Suite 2800

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	13572.40
NAME OF SUBMITTER:	Kristy Neal

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** ("Agreement"), dated as of August 5, 2003, is entered into between **Harry London Candies, Inc.,** an Ohio corporation, ("Pledgor"), and **Bank One, NA,** a national banking association having its principal office in Chicago, Illinois, in its capacity as agent (the "Agent") for the lenders which are party to the Credit Agreement referred to below.

A. Alpine Confections, Inc., a Utah corporation, Kencraft, Inc., a Utah corporation, Maxfield Candy Company, a Utah corporation, Alpine Confections Canada ULC, a Nova Scotia unlimited liability company (collectively, "Borrowers"), Pledgor, the Agent, the other Loan Parties (as defined in the Credit Agreement referred to below), the Lenders (as defined in the Credit Agreement referred to below) and Bank One Capital Markets, Inc. are entering into a Credit Agreement, dated on even date herewith (as it may hereafter be amended, supplemented or restated from time-to-time in accordance with the terms thereof, the "Credit Agreement");

B. In accordance with the terms of the Credit Agreement, Pledgor is entering into a Pledge and Security Agreement dated of even date herewith (as it may hereafter be amended, supplemented or restated from time-to-time in accordance with the terms thereof, the "Master Security Agreement"), and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Credit Agreement and the Master Security Agreement, the "Loan Documents"); and

C. Pledgor is the owner of certain intellectual property, identified below, in which Pledgor is granting a security interest to Agent, on behalf of the Lenders (as defined in the Credit Agreement).

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"UCC" shall have the meaning set forth in the Master Security Agreement.

"Collateral" shall have the meaning set forth in the Master Security Agreement.

"Secured Obligations" means all obligations, liabilities, and indebtedness of Borrowers to Lenders, whether direct, indirect, liquidated, or contingent arising under this Agreement, the Credit Agreement, or any other of the Loan Documents, including all costs and expenses described in Section 11.8 hereof and including the "Secured Obligations" as defined in the Credit Agreement.

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"Trademarks" shall have the meaning set forth in the Master Security Agreement.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement unless otherwise specified. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent, or Pledgor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Pledgor, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent and Pledgor.

2. GRANT OF SECURITY INTEREST.

Pledgor hereby grants to Agent, on behalf of the Lenders, a first-priority security interest in all of Pledgor's right, title, and interest in and to the Collateral to secure the Secured Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Pledgor hereby represents, warrants, and covenants that:

3.1 Trademarks. A true and complete schedule setting forth all trademark applications and registrations owned or controlled by Pledgor on the date hereof, together with a summary description and full information in respect of the filing or issuance thereof, is set forth on Schedule A.

3.2 Validity; Enforceability. Each of the Trademarks is valid and enforceable, and Pledgor is not presently aware of any past, present, or prospective claim by any third party that any of such Trademarks are invalid or unenforceable, or that the use of any such Trademarks violates the rights of any third person, or of any valid basis for any such claims.

3.3 Title. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks listed on Schedule A, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Pledgor not to sue third persons.

3.4 Notice. Pledgor has used and will continue to use proper statutory notice in connection with its use of each of its material Trademarks.

3.5 Quality. Pledgor has used and will continue to use consistent standards of high quality (which may be consistent with Pledgor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the

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Trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the Trademarks.

3.6 Perfection of Security Interest. Except for the filing of financing statements in the State of Ohio and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Pledgor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Pledgor or for the perfection of or the exercise by Agent of its rights hereunder to the Collateral in the United States.

4. AFTER-ACQUIRED TRADEMARK RIGHTS.

If Pledgor shall establish or obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Pledgor shall give prompt notice in writing to Agent with respect to any such new trademarks, or renewal or extension of any trademark registration, and Agent may, from time to time, amend Schedule A to this Agreement to reflect such after-acquired trademarks. Pledgor shall bear any expenses incurred in connection with future trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Pledgor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Pledgor shall provide to Agent any information with respect thereto requested by Agent in the exercise of Permitted Discretion, as defined in the Credit Agreement. Agent shall provide at Pledgor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Pledgor's becoming aware thereof, Pledgor shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Pledgor's claim of ownership in any of the Trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

6. POWER OF ATTORNEY.

Pledgor grants Agent power of attorney, having the full authority, and in the place of Pledgor and in the name of Pledgor, from time to time during the continuance of a Default, as defined in Section 8 herein, in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Pledgor's names on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Agent, in the exercise of Permitted Discretion as defined in the Credit Agreement, may deem

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necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

Pledgor grants to Agent and its employees and agents the right to visit Pledgor's plants and facilities which manufacture, inspect, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, at Pledgor's expense.

8. DEFAULT.

A Default shall exist hereunder upon the occurrence of a "Default" as defined in Article V of the Master Security Agreement.

9. SPECIFIC REMEDIES.

Upon the occurrence and during the continuance of any Default, Agent shall have, in addition to, other rights given by law or in this Agreement, the Credit Agreement, the Master Security Agreement or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the UCC, including the following:

9.1 Notification. Agent may notify licensees to make royalty payments on license agreements directly to Agent;

9.2 Sale. Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Pledgor ten (10) days prior to such disposition. Pledgor shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Pledgor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least five (5) days and not more than thirty (30) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Agent may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Secured Obligations as a credit on account of the purchase price of any collateral payable by Agent at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN

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ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Pledgor and Agent.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Pledgor may not assign this Agreement or any rights or duties hereunder without Agent's prior written consent and any prohibited assignment shall be absolutely void. Agent may assign this Agreement and its rights and duties hereunder and no consent or approval by Pledgor is required in connection with any such assignment.

11.3 Section Headings. Section Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or Pledgor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Agent and Pledgor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Pledgor shall pay to Agent on demand all costs and expenses (exclusive of Agent's normal overhead) that the Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in

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connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Pledgor under this Agreement that Pledgor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Agent arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Pledgor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Article XIII of the Credit Agreement.

11.10 Termination By Agent. After termination of the Credit Agreement and when Agent has received payment in full of all Secured Obligations, Agent shall execute and deliver to Pledgor a termination of all of the security interests granted by Pledgor hereunder.

11.11 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

HARRY LONDON CANDIES, INC.,
as Pledgor

By: _____
Name: Terry Mitchell
Title: President

BANK ONE, NA,
as Agent

By: Kathy Burrell
Name: Kathy Burrell
Title: Associate Director

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SCHEDULE A

TRADEMARKS OWNED BY
HARRY LONDON CANDIES, INC.

MARK	COUNTRY	APP./REG. DATE	APP./REG. NO.	STATUS
COOKIE JOYS	U.S.	1,918,956	09/12/95	Registered
HARRY LONDON	U.S.	1,823,041	02/22/94	Registered
PRETZEL JOYS	U.S.	1,309,265	12/11/84	Registered
HOT LIPS	U.S.	1,925,686	10/10/95	Registered
HOT LIPS (Stylized) **Owned by Harry London's Candies, Inc.*	U.S.	1,805,481	09/27/85	Registered
MOCHA MELTS	U.S.	1,927,891	10/17/95	Registered
EAGLE'S CHOICE	U.S.	2,091,794	08/26/97	Registered
HEARTLAND	U.S.	2,058,089	04/29/97	Registered
HEARTLAND CHOCOLATES	U.S.	2,062,014	05/13/97	Registered
TRUFFLE FONDUE	U.S.	2,117,089	11/25/97	Registered
MOCHA SPOONS	U.S.	2,094,268	09/09/97	Registered
COCOA THERAPY **Owned by Harry London Candies, Inc.*	U.S.	75/617,995	01/11/99	Pending
ZEN AND THE ART OF CHOCOLATE	U.S.	2,392,222	10/03/00	Registered
THE PEOPLE BISCUIT	U.S.	1,346,592	07/02/85	Registered
CRISPIE JOYS	U.S.			Pending/ To Be Filed