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05-14-2003

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

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DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Warner Candy Co., Inc.

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

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

2. Name and address of receiving party(ies)
Name: Sweet Ventures LLC
Internal Address: c/o Mars Equities, Inc.
Street Address: 18342 S. West Creek Drive
City: Tinley Park State: IL Zip: 60477

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company

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: 04/30/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
73330891, 1228663

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brian Flanagan
Internal Address: Sweet Ventures LLC
c/o Mars Equities, Inc.
Street Address: 18342 S. West Creek Drive
City: Tinley Park State: IL Zip: 60477

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
2003 MAY 12 AM 3:00
FINANCE SECTION

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.

Robert S. Winner
Name of Person Signing

Signature

5/6/03
Date

Total number of pages including cover sheet, attachments, and document: 4

05/13/2003 DBYRNE 00000057 73330891

01 FC:4521
02 FC:4522

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

TRADEMARK
REEL: 002731 FRAME: 0892

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of April 30, 2003, is made by Warner Candy Co., an Illinois corporation ("Assignor"), for the benefit of Sweet Ventures, LLC, an Illinois limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the entire, title and interest in and to the trademark "Fun Time", registration number 73330891, and the trademark "Penny Paradise", registration number 1228663 (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, pursuant to which Assignee agreed to purchase substantially all of the assets of Assignor, including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in, to and under the Trademarks and to the goodwill of the business relating thereto and symbolized by said Trademarks.

2. Assignor hereby transfers, assigns and sets over to Assignee, free and clear of any claims, liens and encumbrances, all of Assignor'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 Assignor may have against any third parties, whether known or unknown, and to apply any damages recovered to Assignee's account.

3. Assignor covenants to cooperate with Assignee, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and Assignor shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of Assignee, its designee or legal representative.

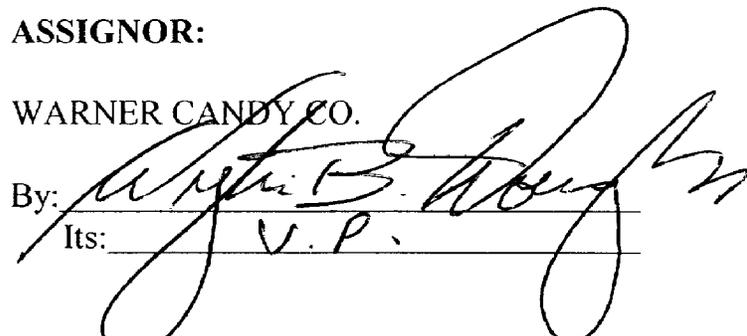
4. Assignor covenants and agrees to execute and cause to be executed, at the request of Assignee, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable Assignee to obtain or maintain the Trademarks herein conveyed or intended to be conveyed.

[signature page attached]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

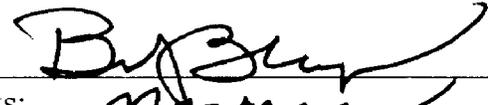
WARNER CANDY CO.

By: 

Its: V.P.

ASSIGNEE:

SWEET VENTURES, LLC

By: 

Its:

STATE OF Illinois)
)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for the County and State aforesaid, appeared to me Wylie B. Douglas, Jr., personally known to be the officer of Warner Candy Co. above executing this document, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.



Claudia R. Shipley
Notary Public
Date Commission Expires: 3/30/06