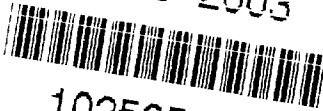


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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): GOLIGHTLY CANDY, INC.

8-12-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 6, 2003

2. Name and address of receiving party(ies)

Name: HILLSIDE CANDY, LLC

Internal Address:

Address:

Street Address: 35 Hillside Avenue

City: Hillside State: NJ Zip: 07205

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,655,914

1655914

Additional number(s) attached Yes No

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

Name: Steven Robert Lehr, P.C.

Internal Address: c/o Steven R. Lehr, Esq.

Street Address: 33 Clinton Road

Suite 100

City: West Caldwell State: NJ Zip: 07006

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.

Ted Cohen

Name of Person Signing

[Signature]

Signature

8/6/03

Date

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

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

08/14/2003 LMUELLER 00000129 1655914

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40.00 OP

TRADEMARK REEL: 002801 FRAME: 0361

ASSIGNMENT AND RELEASE

THIS ASSIGNMENT AND RELEASE, made this 6 day of August, 2003,

BY the Assignor/Releasor, **GOLIGHTLY CANDY, INC.**, a New Jersey Corporation, located at 35 Hillside Avenue, Hillside, New Jersey 07205 (hereinafter referred to as "I"),

TO the Assignee/Releasee, **HILLSIDE CANDY, LLC**, a Delaware Limited Limited Company, located at 35 Hillside Avenue, Hillside, New Jersey 07205, and its remaining members (hereinafter collectively referred to as "You").

1. **ASSIGNMENT.** I own the property described below (hereinafter referred to as the "Property"). I now transfer ownership of the Property to You. I have been paid, and I acknowledge receipt of, full and adequate consideration for making this Assignment. This Assignment is irrevocable and unconditional.

2. **PROPERTY.** The property which I now assign to You consists of all my right, title and interest in and to my trademark (bearing the wordmark "GOLIGHTLY") registered with the United States Patent and Trademark Office (Trademark Registration No. 1,655,914)

3. **BINDING EFFECT.** I am bound by this Assignment and Release. Anyone who succeeds to my rights and responsibilities, such as my heirs, legatees, beneficiaries, executors and administrators are also bound by this Assignment and Release. This Assignment and Release is made for Your benefit and all who succeed to Your rights and responsibilities, such as Your successors, assigns, beneficiaries, executors and administrators.

4. **SIGNATURE.** I understand and agree to all of the terms and conditions of this Assignment and Release, which are in accord with my arrangements with You, as is evidenced by my signature below. I have been advised to seek counsel to aid in my understanding of this Assignment and Release and have either sought such counsel or hereby waive my rights to same.

5. **RELEASE.** I hereby forever remise, release, discharge and give up any and all claims, debts, causes of action, suits, proceedings, rights, entitlements, demands, requirements, title, agreements, contracts, judgments, damages, accounts, reckonings, executions or liabilities which I have or may have or hereafter acquire (as such relates to acts or actions occurring or accruing prior to and up to the date hereof) whatsoever, of every name and nature, whether known or unknown, whether or not well founded in fact or in law, whether in law or in equity or otherwise, or by reason

of any matter, cause or anything whatsoever, against You and all other members and agents and attorneys of **HILLSIDE CANDY, LLC**.

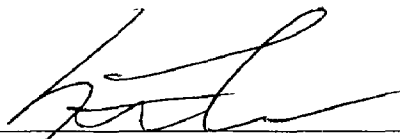
IN WITNESS WHEREOF , I have hereunto set my hand and seal to this Assignment and Release the day and year first above written.

Witness

ATTEST:

GOLIGHTLY CANDY, INC.,
Assignor/Releasor

By: 
TED J. COHEN, President


NAME: _____
TITLE: _____

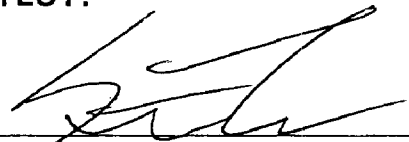
STEVEN R. LEHR, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY

Witness

ATTEST:

HILLSIDE CANDY, LLC
Assignee/Releasee

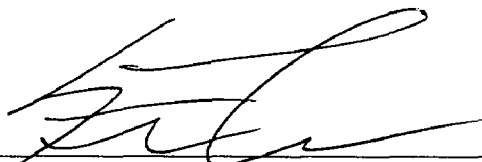
BY: 
TED J. COHEN


NAME: _____
TITLE: _____

STEVEN R. LEHR, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY

STATE OF NEW JERSEY)
COUNTY OF Essex) ss.:

BE IT REMEMBERED, that on this 6th day of August, 2003, TED J. COHEN personally appeared before me. I am satisfied that he is the President of GOLIGHTLY CANDY, INC., the Assignor/Releasor named in and which executed the within Agreement; that the seal affixed to said Agreement is the corporate seal of said corporation; that it was so affixed by authority of the Board of Directors; and that he signed his name by like order.


Notary Public

STEVEN R. LEHR, ESQ.
ATTORNEY AT LAW
STATE OF NEW JERSEY