

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Foreign Candy Company, Inc.		03/31/2004	CORPORATION: IOWA

RECEIVING PARTY DATA	
Name:	Impact Confections, Inc.
Street Address:	888 Garden of the Gods Road
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80907
Entity Type:	CORPORATION: NEW MEXICO

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2742366	MEGA SOUR
Registration Number:	2312501	MEGA SOUR
Registration Number:	2228487	MEGA WARHEADS
Registration Number:	2827481	MEGA WARHEADS BLAST
Registration Number:	2790143	SOUR GUMMY FRIES
Registration Number:	2300727	SOUR GUMMY WALLYS
Registration Number:	2611598	SOUR GUMMY GRUBS
Registration Number:	2392354	SOUR STUMPERS
Registration Number:	2292861	PAINT BRUSH
Registration Number:	2374485	PAINT BRUSH LOLLIPOPS
Registration Number:	2042310	SIDEWALK CHALK
Registration Number:	1747878	THE ORIGINAL MEGA WARHEADS
Registration Number:	1747879	THE ORIGINAL MEGA WARHEADS
Registration Number:	2253813	WALLY DUDES
Registration Number:	2457076	WALLY POPS

OP \$465.00 2742366

Registration Number:	2716009	WALLY'S SOUR SOCK
Registration Number:	2427414	WALLY WARHEAD
Registration Number:	2349123	WARHEADS SOUR GUM

CORRESPONDENCE DATA

Fax Number: (303)473-2720
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-295-8187
Email: docket@hollandhart.com
Correspondent Name: Matthew D. Abell
Address Line 1: 555 Seventeenth Street, Suite 3200
Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	43750.0015
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NAME OF SUBMITTER:	Matthew D. Abell
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Total Attachments: 7
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ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY AND IP CLAIMS

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY AND IP CLAIMS, dated effective as of the 31st day of March, 2004 (this "IP Assignment"), is entered into by The Foreign Candy Company, Inc., an Iowa corporation ("Assignor"), as assignor, in favor of Impact Confections, Inc., a New Mexico corporation ("Assignee"), as assignee, with reference to the following facts and circumstances.

WHEREAS, Assignor and Assignee have entered into an Assets Purchase Agreement dated effective as of March 31, 2004 (the "Purchase Agreement"), providing, among other things, for the sale by Assignor and the purchase and acceptance by Assignee of Intellectual Property and IP Claims (as those terms are defined in the Purchase Agreement and which will hereafter be collectively referred to as the "Transferred Property"); and

WHEREAS, in order to effectuate the sale and purchase of the Transferred Property as aforesaid, Assignor is executing and delivering this IP Assignment.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby acts and agrees as follows:

1. Capitalized Terms; Incorporation. Capitalized terms used in this IP Assignment will have the meanings set forth in the Purchase Agreement except as otherwise provided in this IP Assignment. This IP Assignment evidences the transfers, assignments and conveyances contemplated by the Purchase Agreement which is incorporated herein by reference and is subject to all of the terms, provisions and conditions thereof. This IP Assignment is executed and delivered in connection with the Purchase Agreement and anything to the contrary set forth herein notwithstanding, nothing herein shall in any way vary the promises, agreements, representations and warranties of the parties as set forth in said Purchase Agreement.

2. Assignment. Assignor does hereby grant, sell, convey, transfer, assign, deliver, and set over exclusively to Assignee, in perpetuity, all of Assignor's right, title, and interest in and to all of the Transferred Property, which includes, without limitation, all common law rights and applications and registrations for the trademark and service mark interests (including the goodwill of the business represented thereby) and domain names listed on Attachment A hereto and incorporated herein by reference.

3. Further Assurances. As and when requested by Assignee from time to time and at Assignor's sole cost and expense, Assignor shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further actions as may be reasonably necessary to carry out the purposes of this IP Assignment or any related provision of the Purchase Agreement.

4. Acknowledgment of Rights. In furtherance of this IP Assignment, Assignor hereby acknowledges that, from and after the effective date of this IP Assignment, Assignee has acceded to all of Assignor's right, title, and standing to:

- a. receive all rights and benefits pertaining to the Transferred Property;

- b. institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title or interest assigned hereunder;
- c. defend and compromise any and all such actions, suits, or proceedings relating to any right, title, interest assigned hereunder, and perform all other such acts in relation thereto as Assignee, in its sole discretion, deems advisable; and
- d. register, maintain, renew or otherwise apply for new or continuing statutory protection for any Intellectual Property, including (without limitation) trademark protection.
5. Waiver. Assignor hereby waives and relinquishes any and all rights which it may have to any utilization of the Transferred Property or to object to any use of the Transferred Property by Assignee.
6. Authorization. Assignor hereby represents and warrants to Assignee that Assignor has the absolute and unrestricted right, power and authority to enter into this IP Assignment.
7. Controlling Agreement. It is contemplated that, pursuant to Section 3 hereof, Assignor may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Property. Unless otherwise agreed in writing by the parties, no such separate instrument of assignment or conveyance shall limit the scope and effect of this IP Assignment. In the event that any conflict or ambiguity exists as between this IP Assignment and any such separate instrument of assignment, the terms and provisions of this IP Assignment shall govern and be controlling.
8. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
9. Governing Law. The validity of this IP Assignment shall be governed by and construed in accordance with the laws of the State of Colorado, excluding any conflicts-of-law rule or principle which might refer same to another jurisdiction.
10. Successors and Assigns. This IP Assignment shall bind Assignor and its successors and assigns and inure to the benefit of Assignee and its successors and assigns.
11. Descriptive Headings. The descriptive headings of the several paragraphs, subparagraphs and clauses of this IP Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

(Signatures on following page)

This Assignment and Transfer of Intellectual Property and IP Claims is executed and delivered effective as of the date first set forth above.

ASSIGNOR:

THE FOREIGN CANDY COMPANY, INC.,
an Iowa corporation

By: Peter W. De Yager 03-31-04
Name: PETER W. DE YAGER
Title: CEO, President & Owner

ATTACHMENT A
TO
ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY AND IP CLAIMS

TRADEMARK REGISTRATIONS & APPLICATIONS – UNITED STATES

Mark	Serial No./ Registration No.	Filing/ Registration Date	Class	Description of Goods
IT'S MORE THAN SOUR	78/250,160	05/15/2003	30	Candy
MEGA SOUR	2,742,366	07/29/2003	30	Candy and gum, namely, bubble gum or chewing gum
MEGA SOUR (& Design)	2,312,501	01/25/2000	30	Candy
MEGA WARHEADS	2,228,487	03/02/1999	30	Candy
MEGA WARHEADS BLAST	76/510,828	04/30/2003	30	Candy
MEGA WARHEADS PUCKER CONTEST (abandoned)	76/126,837	09/11/2000	35	Conducting on-site contests involving prizes at location of retailers where applicant's and other products are sold, to draw children and their parents thereby having the effect of sales promotion and increased traffic for the retailers; including off-site mail-in contests and use of the internet to promote the contests and publicize the winners
SOUR GUMMY FRIES	76/188,185	12/29/2000	30	Candy
SOUR GUMMY WALLYS	2,300,727	12/14/1999	30	Candy
SOUR GUMMY GRUBS (& Design)	2,611,598	08/27/2002	30	Candy
SOUR STUMPERS	2,392,354	10/03/2000	30	Candy

Trademark Registrations & Applications – United States (Cont'd)

Mark	Serial No./ Registration No.	Filing/ Registration Date	Class	Description of Goods
BUBBLE GUM CRAYONS (& Design) (abandoned)	75/932,497	03/01/2000	30	Bubble Gun
PAINT BRUSH	2,292,861	11/16/1999	30	Candy, namely lollipops
PAINT BRUSH LOLLIPOPS	2,374,485	08/08/2000	30	Candy, namely lollipops
PAINT BRUSH LOLLIPOPS (Design only) (abandoned)	76/332,401	10/25/2001	30	Candy
SIDEWALK CHALK	2,042,310	03/04/1997	30	Bubble gum
THE ORIGINAL MEGA WARHEADS (& Design)	1,747,878	01/19/1993	30	Hard candies in a variety of flavors
THE ORIGINAL MEGA WARHEADS (& Design) – “Hot Face”	1,747,879	01/19/1993	30	Hard candies in a variety of flavors
WALLY DUDES	2,253,813	06/15/1999	30	Candy or gum contained in a toy figure sold as unit
WALLY POPS	2,457,076	06/05/2001	30	Candy
WALLY’S SOUR SOCK	75/746,998/ 2,716,009	07/09/1999/ 05/13/2003	30	Candy
WALLY WARHEAD	2,427,414	02/06/2001	28	Plush toy figures and dolls
WARHEADS SOUR GUM	2,349,123	05/09/2000	30	Chewing gum or bubble gum

TRADEMARK REGISTRATIONS & APPLICATIONS – FOREIGN

Mark	Serial No./ Registration No.	Filing/ Registration Date	Class	Description of Goods
MEGA WARHEADS (& Design) – Australia	A581957	02/27/1994	30	Candy
MEGA WARHEADS (Design only) - Australia	A597997	03/12/1993	30	Candy
MEGA WARHEADS (& Design) – Canada	TMA422328	01/21/1994	N/A	Candy
MEGA WARHEADS (& Design) – Canada	TMA548017	07/12/2001	N/A	1) Candy 2) Frozen confectionery
MEGA WARHEADS – European Community Trademark	1099563	04/14/2000	30	Candy
MEGA WARHEADS – Mexico	624517	09/23/1999	30	Candy
MEGA WARHEADS – South Africa	99/10023	06/08/1999	30	Candy
MEGA WARHEADS – Venezuela	005697	04/06/2000	30	Candy

DOMAIN NAMES

paintbrushcandy.com

megawarheads.com

warheads.com