

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Foreign Candy Company, Inc.,
an Iowa corporation

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

Citizenship (see guidelines) _____

Execution Date(s) 2/27/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name
- Re-record to change nature of conveyance from Assignment to Security Interest R/F 009236/0157*

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: U.S. Bank National Association

Internal Address: BC-MN-H21R

Street Address: 800 Nicollet Mall

City: Minneapolis

State: Minnesota

Country: USA Zip: 55402

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Scott A. Fenske, Esq.

Internal Address: BC-MN-H21R

Street Address: 800 Nicollet Mall

City: Minneapolis

State: MN Zip: 55402

Phone Number: 612-303-7832

Fax Number: 612-303-7886

Email Address: _____

6. Total number of applications and registrations involved: 48

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,215

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 6351
Expiration Date 6/06

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Scott A. Fenske

12/2/04

Signature

Date

Scott A. Fenske, Vice President


Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21


DP \$1215.00 2815484

EXHIBIT A

(Continuation of Items 4 A and 4 B of Recordation Form Cover Sheet)

<u>U.S. Trademark Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
Pending 2815484	Pending 2/17/2004	IT'S MORE THAN SOUR WAY LONG WAY FUN
Pending	Pending	TFCC THE FOREIGN CANDY COMPANY, INC.
Pending 2790143	Pending 12/9/2003	MEGA WARHEADS BLAST SOUR GUMMY FRIES
Pending	Pending	
Pending 2763991	Pending 9/16/2003	RIPS RIP ROLLS
2754294	8/19/2003	BLOOD SUCKERS
2770150	9/30/2003	GOOLIX
2754161	8/19/2003	WAY LONG WAY FUN LET 'ER RIP
2738693	7/15/2003	LET 'ER RIP
2506701	11/13/2001	BIG HEAD WALLY
2549652	3/19/2002	SOUR RIPS ROLL
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2503141	10/30/2001	WIDGETS
2175597	7/21/1998	WORLD'S BEST SURPRISE BAG
2457076	6/5/2001	WALLY POPS
2528376	1/8/2002	MAGIC CHIPS
2418461	1/2/2001	MAGIC BITS
2716009	5/13/2003	WALLY'S SOUR SOCK
2392354	10/3/2000	SOUR STUMPERS
2432283	2/27/2001	SOUR RIPS

TRADEMARK**REEL: 002995 FRAME: 0812**

2427414	2/6/2001	WALLY WARHEAD
2530232	1/15/2002	BIZZERKS QUTRKS
2349123	5/9/2000	WARHEADS SOUR GUM
2374485	8/8/2000	PAINT BRUSH LOLLIPOPS
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1573682	12/26/1989	EUROBAR
1372866	11/26/1985	JAGER

3/29/04

03-31-2004



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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):

The Foreign Candy Company, Inc. an Iowa corporation

- 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: 02/27/2004

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association Internal Address: Scott A. Fenske, Esq., BC-MN-H21R

Street Address: 800 Nicollet Mall City: Minneapolis State: MN Zip: 55402

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other a National Banking Association

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) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional number(s) attached Yes No

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

Name: Scott A. Fenske, Esq.

Internal Address: U.S. Bank National Association BC-MN-H21R

Street Address: 800 Nicollet Mall

City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved:

49

7. Total fee (37 CFR 3.41) \$ 1,920

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

OPR/FINANCE MAR 27 AM 9:17

DO NOT USE THIS SPACE

9. Signature.

U.S. Bank National Association

C. Kirk Dyche, Vice President Name of Person Signing

C. Kirk Dyche Signature

3-16-04 Date

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

03/30/2004 LABELER 0000066 201544

01 FEB02 02 FEB02

40.00 1175.00

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

TRADEMARK REEL: 002995 FRAME: 0814

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1573682	12/26/1989	EUROBAR
1372866	11/26/1985	JAGER

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks (the "Assignment"), dated as of dated as of February 27, 2004, is made and given by THE FOREIGN CANDY COMPANY, INC., an Iowa corporation ("Assignor") to U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Assignee").

RECITALS

- A. Assignor is indebted to Assignee, which indebtedness is evidenced by that certain Revolving Note dated June 18, 2001 in the original principal amount of Thirteen Million Dollars (\$13,000,000.00), as amended by that certain Second Amendment to Loan Agreement and Revolving Note dated June 20, 2002, that certain Third Amendment to Loan Agreement and Revolving Note dated June 17, 2003, that certain Fourth Amendment to Loan Agreement and Revolving Note dated September 15, 2003 and that certain Fifth Amendment to Loan Agreement and Revolving Note (the "Fifth Amendment") effective October 15, 2003 (as so amended, the "Note") (pursuant to the terms of the Fifth Amendment, the principal amount of the Note was reduced to \$10,000,000.00);
- B. The Note is subject to the terms and conditions set forth in that certain Loan Agreement dated as of May 25, 2000, as amended by that certain First Amendment to Loan Agreement dated June 18, 2001, that certain Second Amendment to Loan Agreement and Revolving Note dated June 20, 2002, that certain Third Amendment to Loan Agreement and Revolving Note dated June 17, 2003, that certain Fourth Amendment to Loan Agreement and Revolving Note dated September 15, 2003 and the Fifth Amendment (as so amended, the "Loan Agreement");
- C. All obligations of the Assignor to Assignee are secured by a security interest in (among other collateral) all of the Assignor's inventory, chattel paper, accounts, equipment and general intangibles, and the proceeds thereof, pursuant to Commercial Security Agreements dated May 24, 2000 (2 separate agreements) and May 31, 2001 (2 separate agreements) (collectively, the "Security Agreements"), and that security interest has been properly perfected;
- D. All of the Assignor's obligations to Assignee under the Note and the Loan Agreement have been guaranteed by Peter W. DeYager pursuant to a Guaranty dated as of October 15, 2003 (the "Guaranty" and together with the Note, the Loan Agreement and the Security Agreements, the "Loan Documents");
- E. The Assignor and the Assignee have entered into the Amendment pursuant to which the Assignee agreed to, *inter alia*, extend the maturity date of the Note.
- F. It is a condition precedent to the obligation of the Assignee to extend the term of the Note pursuant to the terms of the Amendment that this Assignment be executed and delivered by Assignor.
- G. The Assignor owns and has adopted and used the Trademarks set forth in Exhibit A attached hereto, and the Trademarks so listed are registered or applied for as **TRADEMARK**

been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office.

H. The Assignor has pledged and granted to the Assignee a security interest in the property described in the Security Agreements, which property includes general intangibles, including, without limitation, applications for Trademarks, applications for trademarks, trademarks, trade names, copyrights, Trademarks, inventions and trade secrets.

I. The Assignor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce Assignee to extend additional credit accommodations pursuant to the Amendment, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration now owned or hereafter acquired by Assignor, including but not limited to those set forth on Exhibit A, together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) the registration renewals thereof, (ii) all damages and payment for past, present and future infringements thereof, (iii) the right to sue and recover for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing sometimes hereinafter individually or collectively referred to as "Trademarks"), said Trademarks to be held and enjoyed by the Assignee, for its own use and behalf, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuation of a default or event of default under the Loan Documents and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice may be relied upon by third parties as conclusive proof of the matters set forth therein; unless and until the occurrence of such a default or event of default, such assignment shall have no effect.

2. (a) The Assignor hereby covenants and warrants that, to the knowledge of the Assignor:

(i) the Trademarks listed on Exhibit A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) each of the Trademarks listed on Exhibit A is valid and enforceable;

(iii) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that any of the Trademarks or use of the inventions described therein does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(iv) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, other than the interest granted hereby, including without limitation, licenses and covenants by the Assignor not to sue third persons; and

(v) the Trademarks listed on Exhibit A are all of the United States Trademarks and applications therefor now owned by the Assignor.

(b) The Assignor further covenants and warrants that:

(i) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(ii) the Assignor will be, until the Note shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to the Trademarks; and

(iii) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any material facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any material infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with the Assignor's obligations under this Assignment.

4. If, before the indebtedness evidenced by the Note shall have been paid in full, the Assignor shall obtain rights to any new trademark, or become entitled to the benefit of any trademark application, registration or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except the granting of limited licenses in the ordinary course of the Assignor's business and consistent with the Assignor's past practice.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by the Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record the Assignee's interest in any appropriate office in any domestic or foreign jurisdiction (which the Assignor agrees the Assignee may do at any time, in the Assignee's sole and unlimited discretion but at the Assignor's expense) or to perfect the Assignee's interest in any Trademarks acquired by the Assignor after the date of this Agreement. At such time as the Loan Documents shall have been terminated in accordance with their terms and all Notes have been fully paid in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant hereto or pursuant to the Loan Documents.

7. Until all of the Loan Documents shall have been terminated in accordance with their terms and the Note shall have been paid in full in accordance with their terms, the Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any Trademark application pending as of the date of this Assignment or thereafter which a prudent person would prosecute; (ii) to make application on those trademarks and tradenames which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered; and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. The Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Assignor, following reasonable demand by Assignee, has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreements.

10. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.
12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.
13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
14. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office, and (iii) the State of Iowa in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

IN WITNESS WHEREOF, the Assignor has executed this instrument.

THE FOREIGN CANDY COMPANY, INC.,
an Iowa corporation

By: Peter W. De Yoeun
Its: CEO, President & Owner March 5, 2004

Address for Assignor:

1 Foreign Candy Drive
Hull, Iowa 51239-7499


STATE OF IOWA Iowa)
) ss.
COUNTY OF Sioux)

The foregoing instrument was acknowledged before me this 5th day of March, 2004, by Peter W. De Yoeun, the CEO, President & Owner of The Foreign Candy Company, Inc., an Iowa corporation, on behalf of the corporation.


Doree Vandekamp
Notary Public

3-16-06

EXHIBIT A TO COLLATERAL ASSIGNMENT OF TRADEMARKS

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