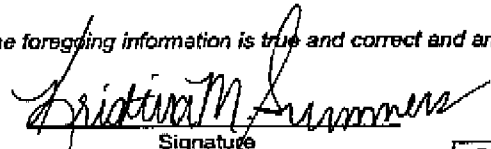


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b> Generation Three Realty Holdings, LLC  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>LLC-IL</u>	<b>2. Name and address of receiving party(ies)</b> Name: <u>LaSalle Bank National</u> Internal Association Address: _____  Street Address: <u>135 S. LaSalle</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60603</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u>	Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>04/04/05</u>	If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>See Attached</u>	B. Trademark Registration No.(s) <u>See Attached</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Kr</u>  <u>Attn: Penelope J.A. Agodoa</u> <u>Federal Research Company, LLC</u> <u>1030 15th Street, NW, Suite 920</u> <u>Washington, DC 20005</u> <u>202.783.2700</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">18</span>	<b>7. Total fee (37 CFR 3.41).....</b> \$ <u>465.00</u>  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account
City: _____ Zip: _____	<b>8. Deposit account number:</b> <u>50-3155</u>  (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Statement and signature.</b> <i>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.</i>  <u>Kristina M. Summers</u>  <u>4/18/05</u> Name of Person Signing                      Signature                      Date		
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">8</span>		

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

CH \$466.00 603156 1438266

**Trademarks, Trademark Applications and Trademark Licenses**

Trademark	Trademark Registration Number	Registration Date	Serial Number	Filing Date
SOMETHING SPECIAL FROM THE WONDERFUL WORLD OF CHOCOLATE	1438255	04/28/1987	73614218	08/11/1986
SOMETHING SPECIAL FROM THE WONDERFUL WORLD OF CHOCOLATE	779666	11/03/1964	72188078	03/06/1964
PECANETTES	1451129	08/04/1987	73627717	10/30/1986
FUDGIE BEAR	1480958	03/15/1988	73637870	12/31/1986
FUDGIE BEAR	2356972	06/13/2000	75605344	12/14/1998
MARONN	1082798	1/17/1978	73113688	01/26/1977
CHOCOLATE HOUSE	730189	04/17/1962	72112119	01/19/1961
FUDGIE RABBIT	1695475	06/16/1992	74001602	11/16/1989
MAJOR MINTY	1563607	10/31/1989	73781640	02/21/1989
FUDGIE PUMPKIN	1824518	03/01/1994	74328218	11/4/1992
PEANUT BUTTER BOO! BAR	1848310	08/02/1994	74351928	01/25/1993
BOO! BARR	1836323	05/10/1994	74351921	01/25/1993
HOUSE DESIGN	1793793	09/21/1993	74352043	01/25/1993
ABSOLUTELY ALMOND	1862655	11/15/1994	74399058	06/04/1993
POSITIVELY PECAN	1881566	02/28/1995	74410434	07/07/1993
YOU DESERVE THIS	PENDING	PENDING	76387269	03/25/2002
PERFECT BITE	2794920	12/16/2003	78206013	01/22/2003
BECAUSE YOU'RE WORTH IT	2794921	12/16/2003	78206020	01/22/2003

## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 4, 2005, by GENERATION THREE REALTY HOLDINGS, LLC, an Illinois limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### **RECITALS**

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Commercial Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Commercial Security Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Commercial Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Commercial Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

### **TERMS**

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Commercial Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Commercial Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Commercial Security Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GENERATION THREE REALTY HOLDING, LLC  
an Illinois limited liability company

By: David L. Drehobl  
David Drehobl  
Its: Manager

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: Steph J. M.  
Title: AVP

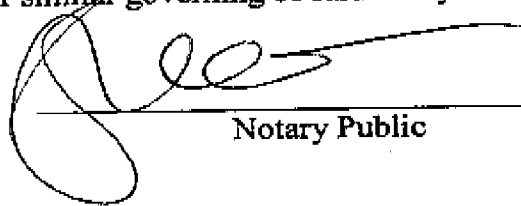
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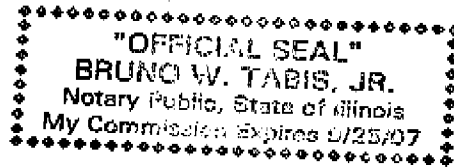
*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK**  
**REEL: 003099 FRAME: 0580**

STATE OF Illinois )  
 ) ss  
COUNTY OF Cook )

On this 4th day of April, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
\_\_\_\_\_  
Notary Public



**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark</b>	<b>Trademark Registration Number</b>	<b>Registration Date</b>	<b>Serial Number</b>	<b>Filing Date</b>
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BECAUSE YOU'RE WORTH IT	2794921	12/16/2003	78206020	01/22/2003

**SCHEDULE 2**

to

**PATENT AND TRADEMARK SECURITY AGREEMENT**

None