

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOBS CANDIES, INC.		07/08/2005	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	FARLEY'S & SATHERS CANDY COMPANY, INC.
Street Address:	ONE SATHER PLAZA
City:	ROUND LAKE
State/Country:	MINNESOTA
Postal Code:	56167
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0104506	BOBS
Registration Number:	0610000	BOBS
Registration Number:	2196676	BOBS SWEET STRIPES
Registration Number:	0421211	CHILDHOOD STICKS
Registration Number:	1662658	DESIGNER CANES
Registration Number:	1346598	STICK-A-ROOS
Serial Number:	78531457	BOBS
Serial Number:	78531473	BOBS SWEET STRIPES
Serial Number:	78531465	SWEET STRIPES

CORRESPONDENCE DATA	
Fax Number:	(305)377-8695
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	305-347-5290
Email:	mail@barthet.com

OP \$240.00 0104506

Correspondent Name: Alexander E. Barthet
Address Line 1: 200 S. Biscayne Blvd.
Address Line 2: Suite 1800
Address Line 4: Miami, FLORIDA 33131

NAME OF SUBMITTER:	Alexander E. Barthet
Signature:	/alexander e barthet/
Date:	07/13/2005

Total Attachments: 4
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ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made and entered into this 8 day of July, 2005, by and between Bobs Candies, Inc., a Georgia corporation ("Assignor"), and Farley's & Sathers Candy Company, Inc., a Delaware corporation ("Assignee").

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee agree as follows:

1. "Property" as used herein shall be that set forth on Exhibit "A" attached hereto and any and all related domain names, web sites, web site content, images, text, look and feel, layout, copyrights (registered and unregistered), trademarks and service marks (registered, unregistered, and common law) and any and all written and unwritten plans, designs, specifications, inventions, ideas, goodwill, algorithms, source code, object code, improvements, patents, artwork, logos, words, phrases, or any and all things related thereto.

2. Assignor hereby assigns, grants, transfers, sets over and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Property. This Assignment shall be exclusive and complete and include, but not limited to, the unlimited and exclusive right to copy, use, license, lease, rent, distribute, import, export, market, improve, and sue for the infringement of (past and present), and sell the Property. Assignor shall not have any right, title or interest remaining in the Property or any right, title, or interest in additional compensation. Where Property refers to trademarks and/or service marks (registered, unregistered, and common law), this Assignment shall include the transfer of any and all goodwill associated therewith.

3. Assignor warrants and represents to Assignee that Assignor is the exclusive and rightful owner of the Property and that said Property is free and clear of any and all encumbrances and/or claims of any and all kind. Assignor further warrants and represents that said Property does not infringe upon the right(s), intellectual property or otherwise, of any third party/ies. Assignor shall execute and deliver to the Assignee such documents or instruments of transfer and take such other action that the Assignee may reasonably request, including, but not limited to, executing and filing, at the Assignee's expense, trademark applications, copyright applications, patent applications, domain name applications, assignments and other documents required for the protection of the Assignee's exclusive right, title, and interest to the Property.

4. This Agreement shall be enforced under and construed in accordance with the laws of the State of Florida (without regard to its conflict of laws principles). If either party is required to initiate legal action to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in such action. Both parties agree to submit any dispute to a court of competent jurisdiction in Miami-Dade County, Florida.

5. Both Assignor and Assignee have read the entire Agreement and agree to all the terms and conditions contained herein. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to such subject matter.

ASSIGNOR: Bobs Candies, Inc.

By: Greg Mc Cormack

Name: Greg Mc Cormack

Title: President

ASSIGNEE: Farley's & Sathers Candy Company, Inc.

By: Steve Luifjes

Name: Steve Luifjes

Title: Senior Vice President Sales & Marketing

Exhibit "A"

Property as used herein shall include:

UNITED STATES TRADEMARK REGISTRATIONS (including all goodwill):

Trademark	Owner	Registration Number	Registration Date
BOBS (Stylized)	Bobs Candies, Inc.	0,104,506	6/1/1915
BOBS (Stylized)	Bobs Candies, Inc.	0,610,000	8/2/1955
BOBS SWEET STRIPES & Design	Bobs Candies, Inc.	2,196,676	10/13/1998
CHILDHOOD STICKS (Stylized)	Bobs Candies, Inc.	0,421,211	5/21/1946
DESIGNER CANES	Bobs Candies, Inc.	1,662,658	10/29/1991
STICK-A-ROOS	Bobs Candies, Inc.	1,346,598	7/02/1985

UNITED STATES TRADEMARK APPLICATIONS (including all goodwill):

Trademark	Owner	Serial Number	Registration Date
BOBS & Design	Bobs Candies, Inc.	78/531,457	Pending
BOBS SWEET STRIPES & Design	Bobs Candies, Inc.	78/531,473	Pending
SWEET STRIPES (Stylized)	Bobs Candies, Inc.	78/531,465	Pending

UNREGISTERED MARKS (including all goodwill): Keller's Candy

UNITED STATES PATENTS:

Trademark	Owner	Registration Number	Registration Date
CANDY PACKAGE AND ATTACHMENT MEANS THEREFOR	Bobs Candies, Inc.	5,236,725	8/17/1993

Exhibit "A" (continued)

Property as used herein shall include: (continued)

DOMAIN NAMES/WEBSITES:

Domain Name/Web Site	Owner	Registration Date	Renewal Date
bobscandies.com	Bobs Candies, Inc.	2/24/1996	2/24/2006
sweetstripes.com	Bobs Candies, Inc.	12/10/1999	12/10/2005
kellerscandy.com	Bobs Candies, Inc.	9/13/1998	9/12/2006

COPYRIGHTS: None.

LICENSES:

1. License Agreement for Food Products, dated January 1, 2004 between Kraft Foods Holdings, Inc. and Kraft Foods North America, Inc., as Licensor, and Bobs Candies, Inc., as Licensee; and
2. Fourth Shift Software License Agreement between Softbrands Manufacturing, Inc. and Bobs Candies, Inc.

OTHER:

1. Lewis Publishing Invoices - Keller's Candy Domain Registration and Site Maintenance, May and October, 2004;
2. Master Terms Network Systems Agreement between Descartes Systems, LLC and Bobs Candies, Inc., dated June ____, 2003; and
3. PSDM, Inc. Invoices for Domain Hosting and Page Updates to Bobs Candies websites, dated June and August, 2004.