

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
M Square Trust		11/01/2005	TRUST: CALIFORNIA

RECEIVING PARTY DATA

Name:	Candy, Candy, Candy, Incorporated
Street Address:	1509 Fairfax Lane
City:	Bartlett
State/Country:	ILLINOIS
Postal Code:	60103
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78363941	FIZZIES
Serial Number:	75975738	FIZZIES
Serial Number:	75053336	BUZZ'N BERRY
Serial Number:	75053334	CHUG'N CHERRY
Serial Number:	75099978	GROOV'N GRAPE
Serial Number:	75053335	OOZ'N ORANGE
Serial Number:	75053337	POP'N PUNCH
Serial Number:	75053338	ROCK'N ROOT BEER

CORRESPONDENCE DATA

Fax Number: (312)775-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-775-8000
 Email: jwilliams@mhmlaw.com
 Correspondent Name: James H. Williams
 Address Line 1: 500 West Madison Street

CH \$215.00 78363941

Address Line 2: 34th Floor
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: James H. Williams

Signature: /jhw/

Date: 12/14/2005

Total Attachments: 14

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TRADEMARK PURCHASE AGREEMENT

This Agreement is made and entered into effective November 1, 2005 (the "Effective Date"), by and between Michael Wojciechowski, as Trustee of the M Square Trust under Trust Agreement dated October 1, 1992 (the "Seller"), with its principal place of business at 17383 Sunset Boulevard, Pacific Palisades, California 90272, and Candy, Candy, Candy, Incorporated (the "Buyer"), a corporation organized under the laws of the State of Illinois with its principal place of business at 1509 Fairfax Lane, Bartlett, Illinois 60103.

WHEREAS the Seller desires to sell and the Buyer desires to purchase all property, rights (including any and all common law trademark rights), title and interest owned by Seller in and to the following trademarks and registrations thereof (the "Acquired Marks") in the United States, Canada, and Israel:

- (1) United States Trademark Registration No. 2105609 (Serial No. 75/975738) for the trademark FIZZIES;
- (2) United States Trademark Application Serial No. 78/363941 for the trademark FIZZIES;
- (3) United States Trademark Registration No. 2045751 (Serial No. 75/053336) for the trademark BUZZ'N BERRY;
- (4) United States Trademark Registration No. 2122204 (Serial No. 75/053334) for the trademark CHUG'N CHERRY;
- (5) United States Trademark Registration No. 2388950 (Serial No. 75/099978) for the trademark GROOV'N GRAPE;
- (6) United States Trademark Registration No. 2122205 (Serial No. 75/053335) for the trademark OOZ'N ORANGE;
- (7) United States Trademark Registration No. 2021058 (Serial No. 75/053337) for the trademark POP'N PUNCH;
- (8) United States Trademark Registration No. 2057002 (Serial No. 75/053338) for the trademark ROCK'N ROOT BEER;
- (9) Canadian Trademark Registration No. 554732 (Application No. 1032073) for the mark BUZZ'N BERRY;
- (10) Canadian Trademark Registration No. 554731 (Application No. 1032072) for the trademark CHUG'N CHERRY;
- (11) Canadian Trademark Registration No. 554730 (Application No. 1032071) for the trademark FIZZIES;
- (12) Canadian Trademark Registration No. 581066 (Application No. 1032675) for the trademark GROOV'N GRAPE;
- (13) Canadian Trademark Registration No. 554746 (Application No. 1032069) for the trademark OOZ'N ORANGE;
- (14) Canadian Trademark Registration No. 597673 (Application No. 1032673) for the trademark POP'N PUNCH;
- (15) Canadian Trademark Registration No. 554729 (Application No. 1032070) for the mark ROCK'N ROOT BEER; and
- (16) Israel Trademark Registration No. 104009 (Application No. 104009) for the trademark FIZZIES.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and the recitals which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer agree as follows:

1.0 PURCHASE AND SALE

The Seller hereby sells, assigns, transfers and delivers to the Buyer, and the Buyer hereby purchases, acquires and takes assignment and delivery of all property, rights (including any and all common law trademark rights), title and interest owned by Seller in and to the Acquired Marks in the United States, Canada, and Israel, including, but not limited to, the goodwill of the business relating to the goods in respect of which the Acquired Marks have been used.

2.0 PURCHASE PRICE

The Buyer agrees to pay the Seller, as the aggregate purchase price for the Acquired Marks (the "Purchase Price"), the total sum of One Hundred Thousand Dollars (\$100,000.00) (U.S.).

3.0 CLOSING

3.1 Time and Place

The Closing of the transfer and delivery of the documents and instruments necessary to consummate the purchase and sale contemplated by this Agreement (the "Closing") shall be held at the offices of McAndrews, Held & Malloy, Ltd. at 10:00 a.m. on Friday, November 11, 2005, or at such other time or place as the Buyer and the Seller may agree. The date on which the Closing is actually held hereunder is sometimes referred to herein as the "Closing Date".

3.2 Transactions at Closing

At the Closing of the purchase and sale of the Acquired Marks, the Seller shall duly execute and deliver to the Buyer, or its nominee or nominees, such deeds, bills of sale, certificates of title, and other instruments of assignment or transfer with respect to the Acquired Marks as the Buyer may reasonably request and as may be necessary to vest in the Buyer good record and marketable title to the Acquired Marks, in each case subject to no Encumbrance (as defined in Section 4.3 below) except as set forth in Exhibit C attached hereto, including, but not limited to, the Trademark Assignment of Exhibit A, attached hereto. The Buyer shall deliver to the Seller the Purchase Price by cashier's, certified or bank checks payable to the order of the Seller, representing the cash purchase price of the Acquired Marks.

3.3 The Seller agrees to execute all documents, papers, forms, and authorizations, and depose to or swear all declarations or oaths that may be necessary for securing, completing, or absolutely vesting full right, title and interest of the Acquired Marks to the Buyer and the subject matter of the use(s) or registration(s) of the Acquired Marks in favor of the Buyer or for conferring on the Buyer all rights of action in relation to any passing off, infringement, or dilution of the Acquired Marks.

4.0 REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer as follows:

4.1 Organization of the Seller; Authority

The Seller is resident of the State of California. The Seller has all requisite power and authority to own and hold the Acquired Marks owned or held by it, to carry on its business, and to own or lease and operate its properties as such business is now conducted and such properties are now owned, leased, or operated. The Seller has all requisite power, authority, and capacity to execute and deliver this Agreement, the Trademark Assignment of Exhibit A, attached hereto, and all other agreements, documents, and instruments contemplated hereby and to carry out all actions required of it pursuant to the terms of this Agreement, and this Agreement has been duly executed and delivered by the Seller and constitutes the legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

4.2 Noncontravention

Neither the execution and delivery of this Agreement by the Seller nor the consummation by the Seller of the transactions contemplated hereby will constitute a violation of, or be in conflict with, or constitute or create a default under, or result in the creation or imposition of any Encumbrance (as defined in Section 4.3 below) upon any property of the Seller (including, without limitation, the Acquired Marks) pursuant to (a) the Trust Agreement dated October 1, 1992, as amended to date; (b) any agreement or commitment to which the Seller is a party or by which the Seller or any of its properties (including, without limitation, the Acquired Marks) is bound, or to which the Seller or any of such properties is subject; or (c) any statute or any judgment, decree, order, regulation, or rule of any court or governmental authority.

4.3 Title to Acquired Marks

The Seller is the lawful owner of, has good and valid record and marketable title to, and has the full right to sell, convey, transfer, assign, and deliver the Acquired Marks, without any restrictions of any kind whatsoever. Except as set forth on Exhibit C, the Acquired Marks are entirely free and clear of any security interest, liens, claims, charges, options, mortgages, debts, leases (or subleases), licenses, conditional sales agreements, title retention agreements, encumbrances of any kind, or restrictions against the transfer or assignment thereof (collectively, "Encumbrances"), and, to the best of Seller's knowledge, there are no filings in any registry of deeds in any jurisdiction or under the Uniform Commercial Code or similar statute in any jurisdiction showing the Seller as debtor which create or perfect or which purport to create or perfect any Encumbrance in or on the Acquired Marks. At the time of the Closing, the Seller will convey the Acquired Marks to the Buyer by deeds, bills of sale, certificates of sale, and instruments of assignment and transfer effective to vest in the Buyer marketable title to the Acquired Marks, free and clear of all Encumbrances, except as set forth in Exhibit C attached hereto.

4.4 The Seller does not own, either directly or indirectly, any trademark, service mark, collective mark, certification mark, corporate name, trade name, domain name, brand name, keyword, logo, website, metatags, registrations, applications or the like for or including the Acquired Marks (or confusingly similar and/or dilutive mark) beyond those listed in the recitals and Exhibit B to this Agreement.

4.5 The Seller owns all right, title, and interest in and to the registrations of the Acquired Marks set forth in the recitals and in Exhibit B to this Agreement. Except as set forth in Exhibit C, the Seller is not aware of any claim that may affect the use or registration of the Acquired Marks in the United States, Canada, or Israel, nor has it charged or encumbered the registrations of the Acquired Marks.

4.6 The Seller has filed 15 U.S.C. §1058 (Section 8, Lanham Act, Statement of Continued Use) affidavits during the respective time periods required to maintain to the U.S. trademark registrations for the Acquired Marks. The Seller has also filed 15 U.S.C. §1065 (Section 15, Lanham Act, Affidavits of Incontestability) with respect to U.S. Reg. Nos. 2,105,609 (FIZZIES), 2,122,204 (CHUG'N CHERRY), and 2,122,205 (OOZ'N ORANGE).

4.7 Litigation

Except as set forth in Exhibit C, no action, suit, proceeding, or investigation is pending or, to the knowledge of the Seller, threatened, relating to, or affecting the Acquired Marks or relating to or affecting the activities of the Seller carried on with the Acquired Marks, or which questions the validity of this Agreement or the Trademark Assignment of Exhibit A, attached hereto, or challenges any of the transactions contemplated hereby, nor is there any basis for any such action, suit, proceeding, or investigation.

4.8 Conformity to Law

The Seller has complied with, and is in compliance with, (a) all laws, statutes, governmental regulations, and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees, or similar commands applicable to its business or the Acquired Marks; (b) all unwaived terms and provisions of all contracts, agreements, and indentures to which the Seller is a party, or by which the Seller or the Acquired Marks are subject; and (c) its charter documents and Bylaws, each as amended to date. The Seller has not committed, been charged with, or been under investigation with respect to, nor does there exist, any violation of any provision of any federal, state, or local law or administrative regulation in respect of its business or the Acquired Marks, except as set forth in Exhibit C.

4.9 Disclosure

Except as set forth in this Agreement and Exhibits A, B, and C referred to herein, Seller makes no representations or warranties with respect to the Acquired Marks, the validity of the Acquired Marks, the validity of the applications and/or registrations for the Assigned marks, or the enforceability of the Acquired Marks. Buyer acknowledges and agrees that it has had the opportunity to conduct its own due diligence regarding the Assigned Marks. No representation or warranty by the Seller in this Agreement or in any exhibit, schedule, written statement, certificate, or other document delivered or to be delivered to the Buyer pursuant hereto, or in connection with the consummation of the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading or necessary in order to provide a prospective purchaser of the businesses of the Seller with proper and complete information as to the Seller and the identity, value, goodwill, and usability of the Acquired Marks.

5.0 REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Seller as follows:

5.1 Organization and Standing of Buyer

The Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the state of Illinois. The buyer has full power and authority under its Certificate of Incorporation and Bylaws and applicable laws to execute and deliver this Agreement and to consummate the transactions contemplated hereby and this Agreement has been duly executed and delivered by the Buyer and constitutes the legal, valid, and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

5.2 Noncontravention

Neither the execution and delivery of this Agreement by the Buyer nor the consummation by the Buyer of the transactions contemplated hereby will constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any liens upon any property of the Buyer pursuant to (a) the Certificate of Incorporation or Bylaws of the Buyer, each as amended to date; (b) any agreement or commitment to which the Buyer is a party or by which the Buyer or any of its properties is bound or to which the Buyer or any of its properties is subject; or (c) any statute or any judgment, decree, order, regulation, or rule of any court or governmental authority.

6.0 CONFIDENTIAL INFORMATION

Any and all information disclosed by the Buyer to the Seller or by the Seller to the Buyer as a result of the negotiations leading to the execution of this Agreement, or in furtherance thereof, which information was not already known to the Seller or to the Buyer, respectively, shall remain confidential to the Seller and the Buyer and their respective employees and agents, except to the extent that the Buyer in its reasonable judgment must disclose any such information to banks and other institutional lenders in the process of procuring the loan or loans of funds for the purchase contemplated herein. If the Closing does not take place for any reason, each of the Seller and the Buyer agrees not to further divulge or disclose or use for its benefit or purposes any such information at any time in the future unless it has otherwise become public. The information intended to be protected hereby shall include, but not be limited to, financial information, customers, sales representatives, and anything else having an economic or pecuniary benefit to the Buyer or the Seller, respectively.

7.0 INDEMNIFICATION

7.1 Indemnity

The Seller agrees to indemnify and hold the Buyer harmless from and with respect to all, and all claims, liabilities, losses, damages, costs, and expenses, including with reasonable attorney fees and disbursements of counsel, related to or arising directly or indirectly out of any one of the following, provided that in no event shall any such indemnity obligations in the aggregate exceed the Purchase Price plus court costs and reasonable attorney's fees, and further provided that the

Seller's obligations pursuant to this Section 7.1 shall terminate automatically three (3) years after the Effective Date:

- (a) any inaccuracies in any representation or warranty made by the Seller in or pursuant to this Agreement or any failure or breach by the Seller of any covenant, obligation, or undertaking made by the Seller in this Agreement;
- (b) any and all claims, liabilities, and obligations arising out of the operation of the Acquired Marks or any business carried on by the Seller related to the Acquired Marks on or prior to the Closing Date.

7.2 Claims

7.2.1 In the event that the Buyer desires to make a claim against the Seller under Section 7.1 hereof in connection with any action, suit, proceeding, or demand at any time instituted against or made upon the Buyer for which the Buyer may seek indemnification hereunder (a "Claim"), the Buyer shall notify the Seller of such Claim and of the Buyer's claim of indemnification with respect thereto, provided that failure of the Buyer to give such notice shall not relieve the Seller of its obligations under this Section 7, except to the extent, if at all, that the Seller shall have been prejudiced thereby. Upon receipt of such notice from the Buyer, the Seller shall be entitled to participate in the defense of such Claim, and if and only if each of the following conditions is satisfied, the Seller may assume the defense of such Claim, and in the case of such an assumption, the Seller shall have the authority to negotiate, compromise, and settle such Claim:

- (a) the Seller confirms in writing that it is obligated hereunder to indemnify the Buyer with respect to such Claim; and
- (b) the Buyer does not give the Seller written notice that it has determined, in the exercise of its reasonable discretion, that matters of corporate or management policy or a conflict of interest make separate representation by the Buyer's own counsel advisable.

The Buyer shall retain the right to employ its own counsel and to participate in the defense of any Claim, the defense of which has been assumed by the Seller pursuant hereto, but the Buyer shall bear and shall be solely responsible for its own costs and expenses in connection with such participation.

7.2.2 In the event of any Claims under Section 7.1 hereof, the Buyer shall advise the Seller in writing of the amount and circumstances surrounding such liquidated Claim. With respect to liquidated Claims, if within thirty (30) days the Seller has not contested such Claim in writing, the Seller will pay the full amount thereof, subject to the limitations of Section 7.1, within ten (10) days after the expiration of the thirty (30) day period. The Seller agrees that in the event of its failure to pay the full amount of such uncontested Claim within such time, the Buyer shall have the right to a setoff against the payment of any obligations of the Buyer.

8.0 GENERAL

8.1 Expenses

All expenses of the preparation, execution, and consummation of this Agreement and of the transactions contemplated hereby, including, without limitation, attorneys' and accountants' and outside advisors' fees and disbursements, shall be borne by the party incurring such expenses.

8.2 Notices

All notices, demands, and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally, or if mailed by certified mail, return receipt requested, postage prepaid, or sent by written telecommunication as follows or to such other addresses as the parties may designate to each other in writing, and shall be effective upon receipt:

If to the Seller, to:

Mr. Frank McEnulty
President
The M Square Trust
17383 Sunset Boulevard
Suite A-450
Pacific Palisades, California 90272
Facsimile No. (310) 230-2301

with a copy sent contemporaneously to:

Christine L. Lofgren, Esq.
Jeffer, Mangels, Butler & Marmaro LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Facsimile No. (310) 203-0567

If to the Buyer, to:

Troy Groetken, Esq.
McAndrews, Held & Malloy, Ltd.
500 West Madison Street
Suite 3400
Chicago, IL 60661
Facsimile No. (312) 775-8100

with a copy sent contemporaneously to:

Mr. Anthony Godek
President
Candy, Candy, Candy, Incorporated
1509 Fairfax Lane
Bartlett, Illinois 60103
Facsimile No. (630) 232-9570

8.3 Entire Agreement

This Agreement and the Exhibits A, B, and C referenced herein contain the entire understanding of the parties, supersedes all prior agreements and understandings relating to the

subject matter hereof, and shall not be amended except by a written instrument hereafter signed by all of the parties hereto.

8.4 Governing Law

The validity and construction of this Agreement shall be governed by the laws of the State of Illinois. All claims and disputes between the parties arising out of or relating to this Agreement shall be resolved in a court of competent jurisdiction in a venue agreeable to both Buyer and Seller. If Buyer and Seller cannot agree to venue for such court action within thirty (30) days after either party's notice to the other party of its intent to institute a court action, the parties agree that the state and federal courts in Los Angeles County, California shall have exclusive jurisdiction to hear such disputes and Buyer consents to the exclusive personal jurisdiction and venue of the state and federal courts in Los Angeles County, California for such purpose.

8.5 Sections and Section Headings

All enumerated subdivisions of this Agreement are herein referred to as "section" or "subsection." The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

8.6 Assigns

This Agreement shall be binding upon and inure to the benefit of the heirs and successors of each of the parties. Neither this Agreement nor the obligations of any party hereunder shall be assignable or transferable by such party without the prior written consent of the other party hereto; provided, however, that nothing contained in this Section 8.6 shall prevent the Buyer, without the consent of the Seller, from transferring or assigning this Agreement or its rights or obligations hereunder to another entity controlling, under the control of, or under common control with the Buyer.

8.7 Survival and Materiality of Representations and Warranties

The representations and warranties of the parties hereto contained in this Agreement or otherwise made in writing in connection with the transactions contemplated hereby (in each case except as affected by the transactions contemplated by this Agreement) shall be deemed to have been relied on by the Buyer and shall survive the Closing and the consummation of the transactions contemplated hereby.

8.8 Further Assurances

From time to time, at the request of the Buyer and without further consideration, the Seller shall execute and deliver such further instruments of conveyance and transfer and take such other actions as the Buyer may reasonably require more effectively to convey and transfer the Acquired Marks to the Buyer, provided that Buyer shall pay the cost of preparation and filing of any such documents, and all costs associated with recordal of the transfer of title in the Assigned Marks to Buyer. The Seller and the Buyer shall also execute and deliver or cause appropriate other party such other instruments as may be reasonably required in connection with the performance of this Agreement, and each shall take all such further action as may be reasonably required to carry out the transactions contemplated by this Agreement.

8.9 No Implied Rights or Remedies

Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm, or corporation, other than the Seller and the Buyer and their respective shareholders, any rights or remedies under or by reason of this Agreement.

8.10 Counterparts

This Agreement and Exhibit A hereto may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.11 Severability

If any provision of this Agreement or Exhibit A hereto is held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement and Exhibit A hereto shall, nevertheless, remain in full force and effect in such jurisdiction.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Agreement to be executed in duplicate as of the Effective Date stated above by persons duly authorized to execute the same.

SELLER:

By:

.....
Michael Wojciechowski, Trustee of the M Square Trust

Date:

.....

BUYER: Candy, Candy, Candy, Incorporated

By:

.....
Anthony Godek, President

Date:

.....

8.9 No Implied Rights or Remedies

Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm, or corporation, other than the Seller and the Buyer and their respective shareholders, any rights or remedies under or by reason of this Agreement.

8.10 Counterparts

This Agreement and Exhibit A hereto may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.11 Severability

If any provision of this Agreement or Exhibit A hereto is held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement and Exhibit A hereto shall, nevertheless, remain in full force and effect in such jurisdiction.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Agreement to be executed in duplicate as of the Effective Date stated above by persons duly authorized to execute the same.

SELLER:

By: _____
Michael Wojciechowski, Trustee of the M Square Trust

Date: _____

BUYER: Candy, Candy, Candy, Incorporated

By: _____
Anthony Godek, President

Date: _____

EXHIBIT A – TRADEMARK ASSIGNMENT

This Assignment is made and entered into effective November 4, 2005 (the "Effective Date"), by and between Michael Wojciechowski, as Trustee of the M Square Trust under Trust Agreement dated October 1, 1992, with its principal place of business at 17383 Sunset Boulevard, Pacific Palisades, California 90272 (hereinafter "Assignor") and Candy, Candy, Candy, Incorporated, a corporation of Illinois with its principal place of business at 1509 Fairfax Lane, Bartlett, Illinois 60103 (hereinafter "Assignee").

WHEREAS

- A. Assignor is the owner of the marks set forth in Exhibit B (the "Assignor Marks"); and
- B. Assignor has agreed to sell the Assignor Marks to Assignee.

NOW, THEREFORE,

- 1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns unto Assignee:
 - a. All property, rights (including any and all common law trademark rights), title and interest owned by Selier in and to the following trademarks and registrations thereof (the "Assignor Marks"), including, but not limited to, the goodwill of the business relating to the goods in respect of which the Assignor Marks have been used.
- 2. Covenants.
 - a. Assignor covenants that it will execute all documents, papers, forms, and authorizations and depose to or swear all declarations or oaths that may be necessary for securing, completing, or absolutely vesting full right, title and interest, in the United States, Canada, and Israel, to the Assignor Marks and the subject matter of the registrations of the Assignor Marks in favor of Assignee or for conferring on Assignee all rights of action in relation to any passing off, infringement, or dilution of the Assignor Marks.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have caused this Assignment to be executed in duplicate as of the Effective Date stated above by persons duly authorized to execute the same.

ASSIGNOR:

By:

Michael Wojciechowski, Trustee of the M Square Trust

ASSIGNEE: Candy, Candy, Candy, Incorporated

By:

Anthony Godek, President

EXHIBIT B – ASSIGNOR MARKS

Trademark Applications/Registrations

- (1) United States Trademark Registration No. 2105609 (Serial No. 75/975738) for the trademark FIZZIES;
- (2) United States Trademark Application Serial No. 78/363941 for the trademark FIZZIES;
- (3) United States Trademark Registration No. 2045751 (Serial No. 75/053336) for the trademark BUZZ'N BERRY;
- (4) United States Trademark Registration No. 2122204 (Serial No. 75/053334) for the trademark CHUG'N CHERRY;
- (5) United States Trademark Registration No. 2388950 (Serial No. 75/099978) for the trademark GROOV'N GRAPE;
- (6) United States Trademark Registration No. 2122205 (Serial No. 75/053335) for the trademark OOOZ'N ORANGE;
- (7) United States Trademark Registration No. 2021058 (Serial No. 75/053337) for the trademark POP'N PUNCH;
- (8) United States Trademark Registration No. 2057002 (Serial No. 75/053338) for the trademark ROCK'N ROOT BEER;
- (9) Canadian Trademark Registration No. 554732 (Application No. 1032073) for the mark BUZZ'N BERRY;
- (10) Canadian Trademark Registration No. 554731 (Application No. 1032072) for the trademark CHUG'N CHERRY;
- (11) Canadian Trademark Registration No. 554730 (Application No. 1032071) for the trademark FIZZIES;
- (12) Canadian Trademark Registration No. 581066 (Application No. 1032675) for the trademark GROOV'N GRAPE;
- (13) Canadian Trademark Registration No. 554746 (Application No. 1032069) for the trademark OOOZ'N ORANGE;
- (14) Canadian Trademark Registration No. 597673 (Application No. 1032673) for the trademark POP'N PUNCH;
- (15) Canadian Trademark Registration No. 554729 (Application No. 1032070) for the mark ROCK'N ROOT BEER; and
- (16) Israel Trademark Registration No. 104009 (Application No. 104009) for the trademark FIZZIES.

Domain Name

FIZZIES.COM, Registered with Network Solutions on April 17, 1995

EXHIBIT C – SELLER DISCLOSURES

1. Seller's United States Trademark Application Serial No. 78/363941 has been opposed by Fuzzi, S.p.A. The opposition was instituted in the Trademark Trial and Appeal Board of the United States Patent and Trademark Office on August 6, 2005 and has been assigned Opposition No. 91166156. A copy of the Notice of Opposition is attached hereto. Seller caused its attorneys to file an Answer to the Notice of Opposition on September 15, 2005, and a copy of the Answer is attached hereto. Seller makes no representations or warranties as to the outcome of the opposition.

2. Seller entered into a License Agreement with All Access Apparel Inc. on or about August 21, 2003, with respect to the use of the FIZZIES mark for certain articles of clothing as set forth in addendum A thereto. A copy of the License agreement is attached hereto. Seller did not receive a renewal notice from All Access Apparel Inc. pursuant to section 3 of the Agreement, and on that basis, Seller believes that the License Agreement has expired. Seller makes no other representations or warranties concerning the license agreement.

3. Seller is aware of the following trademark applications and registrations for the FIZZIES mark in countries other than the U.S., Canada, and Israel. To the extent that Seller has received information about the renewal deadlines for such registrations, the renewal deadlines are set forth below. Seller is not the owner of record of the following applications and registrations, and makes no representations or warranties as to the status, title, or validity of such applications or registrations, or the accuracy of the renewal deadlines set forth below.

- (1) Australia Trademark Registration No. 681512 (Application No. 681512) for the trademark FIZZIES, renewal deadline December 21, 2005;
- (2) Benelux Trademark Registration No. 586723 (Application No. 859292) for the trademark FIZZIES, renewal deadline November 14, 2005;
- (3) China Trademark Registration No. 1095518 (Application No. 960076603) for the trademark FIZZIES, renewal deadline September 6, 2007;
- (4) Denmark Trademark Registration No. 2697/1997 (Application No. 8823/1995) for the trademark FIZZIES, renewal deadline June 27, 2007;
- (5) France Trademark Registration No. 95/597347 (Application No. 95/597347) for the trademark FIZZIES, renewal deadline November 13, 2005;
- (6) Germany Trademark Registration No. 39546201 (Application No. 39546201.1) for the trademark FIZZIES, renewal deadline November 14, 2005;
- (7) Italy Trademark Registration No. 721370 (Application No. RM95C005923) for the trademark FIZZIES, renewal deadline December 20, 2005;
- (8) Japan Trademark Registration No. 4136822 (Application No. 120210-199) for the trademark FIZZIES, renewal deadline October 17, 2007;
- (9) South Korea Trademark Registration No. 381234 (Application No. 95-44629) for the trademark FIZZIES, renewal deadline November 7, 2007;
- (10) Mexico Trademark Registration No. 545234 (Application No. 01687) for the trademark FIZZIES, renewal deadline January 10, 2006.

- (11) Spain Trademark Registration No. 1996191 (Application No. 1996191) for the trademark FIZZIES;
- (12) Sweden Trademark Registration No. 311597 (Application No. 95-13126) for the Trademark FIZZIES, renewal deadline April 12, 2006;
- (13) Taiwan Trademark Application No. 85009520 for the trademark FIZZIES;
- (14) United Kingdom Trademark Application No. 2044676 for the trademark FIZZIES; and
- (15) Venezuela Trademark Registration No. P-195852 (Application No. 182/96) for the trademark FIZZIES, renewal due March 7, 2007.