

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Farley & Sathers Candy Company, Inc.</td> <td></td> <td>12/16/2005</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Farley & Sathers Candy Company, Inc.		12/16/2005	CORPORATION: DELAWARE																																						
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RECEIVING PARTY DATA																																														
Name:	General Electric Capital Corporation																																													
Street Address:	500 Monroe Street																																													
City:	Chicago																																													
State/Country:	ILLINOIS																																													
Postal Code:	60661																																													
Entity Type:	CORPORATION: DELAWARE																																													
PROPERTY NUMBERS Total: 30																																														
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TRADEMARK
REEL: 003251 FRAME: 0263

Registration Number:	2319793	TOO FUN FOR SOME
Registration Number:	2157627	TROPICO'S
Registration Number:	1285440	TROLLI
Registration Number:	2140788	TROLLI CATERPILLARS
Registration Number:	2140980	TROLLI GUMMI BEANS
Registration Number:	2451120	TROLLI MINI BURGER
Registration Number:	2146247	TROLLI SQUIGGLES
Serial Number:	78434713	TROLLI TROLL
Registration Number:	2497227	TROLLI-O'S
Registration Number:	2140787	TROLLI OCTOPUS
Registration Number:	2119874	
Registration Number:	2645766	
Registration Number:	2525231	
Registration Number:	2601297	
Registration Number:	2598171	
Registration Number:	2601296	
Registration Number:	2598169	

CORRESPONDENCE DATA

Fax Number: (404)572-5145
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-572-3416
 Email: arbounds@kslaw.com
 Correspondent Name: Andrea R. Bounds
 Address Line 1: 191 Peachtree Street
 Address Line 4: Atlanta, GEORGIA 30303-1763

ATTORNEY DOCKET NUMBER:	09631/009093
NAME OF SUBMITTER:	Andrea R. Bounds
Signature:	/Andrea R. Bounds/
Date:	02/22/2006

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2005, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 16, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Farley's & Sathers Candy Company, Inc. (the "Borrower"), the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

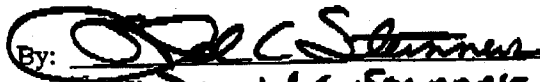
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

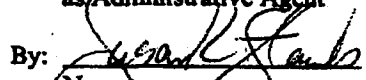
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FARLEY'S & SATHERS CANDY
COMPANY, INC.
as Grantor

By: 
Name: Donald C. Stanness
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Susan Staub
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TM	Class	App. No.	App. Date	Reg. No.	Reg. Date	Status	Country
APPLE Os	30	75145915	08/06/1996	2121143	12/16/1997	Registered	USA
BRITE OCTOPUS	30	78003968	04/13/2000	2480967	08/21/2001	Registered	USA
BRITE CRAWLERS	30	74284841	06/12/1992	1788939	08/17/1993	Registered	USA
BRITE CRAWLER EGGS	30	75463932	04/07/1998	2308556	01/18/2000	Registered	USA
CHERRY BOMBERS	30	78443263	06/29/2004			Pending	USA
GUMMI BEANS	30	75145753	08/06/1996	2078223	07/08/1997	Registered	USA
GUMMI SQUIGGLES	30	73492478	07/30/1984	1360890	09/17/1985	Registered	USA
MELON-O'S	30	78035010	11/13/2000	2589960	07/02/2002	Registered	USA
MELON PATCH	30	75081186	03/29/1996	2066778	06/03/1997	Registered	USA
PEACHIE-Os	30	78023504	08/29/2000	2568488	05/07/2002	Registered	USA
ROAD KILL	30	78404719	04/20/2004			Pending	USA
STINGIN' RED ANTS	30	78113981	03/11/2002	2890071	09/28/2004	Registered	USA
STRAWBERRY PUFFS	30	78323855	01/06/2003			Pending	USA
TOO FUN FOR SOME	30	75428519	02/04/1998	2319793	02/15/2000	Registered	USA
TROPICO'S	30	75175851	10/02/1996	2157627	05/12/1998	Registered	USA
TROLLI	30	73387672	09/22/1982	1285440	07/10/1984	Registered	USA
TROLLI CATERPILLARS	30	75251397	03/04/1997	2140788	03/03/1998	Registered	USA
TROLLI GUMMI BEANS	30	75264822	03/27/1997	2140980	03/03/1998	Registered	USA
TROLLI MINI BURGER	30	78015101	06/30/2000	2451120	05/15/2001	Registered	USA
TROLLI SQUIGGLES	30	75251323	03/04/1997	2146247	03/24/1998	Registered	USA
TROLLI TROLL	30	78434713	06/14/2004			Pending	USA
TROLLI-Os	30	78021185	08/14/2000	2497227	10/09/2001	Registered	USA
TROLLI OCTOPUS	30	75251395	03/04/1997	2140787	03/03/1998	Registered	USA
Bear Design	30	75217288	12/13/1996	2119874	12/09/1997	Registered	USA
Burger Character with Dotted Hat	30	78014055	06/22/2000	2645766	11/05/2002	Registered	USA
Burger Character with Striped Hat	30	78014053	06/22/2000	2525231	01/01/2002	Registered	USA
Colored Worms Device	30	78094567	01/21/2001	2601297	07/30/2002	Registered	USA
Mama and Baby Bear Device	30	78094557	01/21/2001	2598171	07/23/2002	Registered	USA
Octopus Device	30	78093452	11/15/2001	2601296	07/30/2002	Registered	USA
Strawberry Device	30	78094548	01/21/2001	2598169	07/23/2002	Registered	USA
BRITE CRAWLERS	30	1126717	12/30/2001	TMA 585487	07/17/2003	Registered	Canada
TROLLI	30	491352	08/09/1982	TMA 280775	06/23/1983	Registered	Canada
RASP-O-LICIOUS PEACH				TMA 580278	04/30/2003	Registered	Canada