

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (successor to Bank One, NA)		03/10/2006	National Banking Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Delaware Street Capital Master Fund, L.P.
<b>Street Address:</b>	900 North Michigan Avenue
<b>Internal Address:</b>	Suite 1600
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60611
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1918956	COOKIE JOYS
Registration Number:	1823041	HARRY LONDON
Registration Number:	1309265	PRETZEL JOYS
Registration Number:	1925686	HOT LIPS
Registration Number:	1927891	MOCHA MELTS
Registration Number:	2058089	HEARTLAND
Registration Number:	2062014	HEARTLAND CHOCOLATES
Registration Number:	2117089	TRUFFLE FONDUE
Registration Number:	2392222	ZEN AND THE ART OF CHOCOLATE
Registration Number:	1346592	THE PEOPLE BISCUIT
Serial Number:	76627587	CRISPIE JOYS

**CORRESPONDENCE DATA**

CH \$290.00 1918956

Fax Number: (312)840-7884  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 840-7860  
Email: mmurphy@jenner.com  
Correspondent Name: Mariann R. Murphy  
Address Line 1: One IBM Plaza  
Address Line 2: Jenner & Block LLP  
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	41514-10090
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	03/30/2006

**Total Attachments: 10**

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## ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 10th day of March, 2006, but effective as of July 6, 2005, is by and among JPMORGAN CHASE BANK, N.A., as successor by merger to Bank One, NA, as agent for the Prior Lenders (as such term is defined below) (the "Assignor"), DELAWARE STREET CAPITAL MASTER FUND, L.P., as agent (the "Assignee") for the Lenders (as such term is defined in the Credit Agreement, as such term is defined below), and HARRY LONDON CANDIES, INC., an Ohio corporation, (the "Obligor"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement (as such term is defined below).

### RECITALS

WHEREAS, the Obligor entered into that Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Obligor, certain affiliates of the Obligor, the financial institutions from time to time party thereto (the "Prior Lenders") and the Assignor, pursuant to which the Prior Lenders provided loans and other financial accommodations to the Obligor;

WHEREAS, pursuant to the terms of a Trademark Security Agreement dated as of August 5, 2003 (as the same was amended, restated, supplemented or otherwise modified from time to time to July 6, 2005, the "Original Trademark Security Agreement"), by and between the Obligor and the Assignor, the Obligor granted to the Assignor, for the benefit of the Assignor and the Prior Lenders, a security interest in substantially all the assets of the Obligor including all right, title and interest of the Obligor in, to and under all of the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks"), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, the Assignor assigned to the Assignee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents including, without limitation, each and every security interest in and lien on the assets of the Obligor granted to the Assignor under the Loan Documents including, without limitation, the Original Trademark Security Agreement (the "Assignment and Assumption"), pursuant to that certain Assignment, Assumption, Payoff and Reaffirmation Agreement (as amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), dated as of July 6, 2005, by and among the Prior Agent, the Prior Lenders, Chase Equipment Leasing Inc., the Obligor, certain affiliates of the Obligor and the Assignee;

WHEREAS, simultaneously with the execution of the Assignment Agreement, the Assignee desired to amend and restate the Original Trademark Security Agreement such that the Obligor and the Assignee entered into that certain Amended and Restated Trademark Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, it is an obligation of the Assignor under the Assignment Agreement to enter into this Agreement to, among other things, evidence the Assignment and Assumption by the Assignee of all of the Assignor's right, title and interest in the Original Trademark Security Agreement; and

WHEREAS, it is an obligation of the Obligor under the Assignment Agreement to enter into this Agreement to, among other things, (a) acknowledge the Assignment and Assumption by the Assignee of all of the Assignor's right, title and interest in the Original Trademark Security Agreement and (b) acknowledge its entry into the Trademark Security Agreement pursuant to which the Obligor (i) reaffirmed and ratified its grant of security interest in the Trademarks to the Assignee (as assignee of the Assignor) under the Original Trademark Security Agreement and (ii) granted to the Assignee, a first-priority security interest in all of its right, title, and interest in and to the Trademarks to secure the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment and Assumption

The Assignor hereby irrevocably assigns and transfers to the Assignee, and the Assignee hereby irrevocably assumes from the Assignor, all of the Assignor's rights, remedies, duties and obligations under the Original Trademark Security Agreement, including, without limiting the generality of the foregoing, all Secured Obligations and the Assignor hereby irrevocably assigns and transfers to the Assignee, and the Assignee hereby irrevocably assumes from the Assignor, all right, title and interest of the Assignor in and to the liens in favor of, and security interests granted to, the Assignee in the Trademarks pursuant to the Original Trademark Security Agreement and all rights, remedies, duties and obligations of the Assignor under the Original Trademark Security Agreement, in each case, as more fully set forth in the Assignment and Assumption Agreement.

2. Security Interest.

The Obligor (a) hereby reaffirms and ratifies its prior grant to the Assignee (as assignee of the Assignor), pursuant to the Original Trademark Security Agreement and any other prior security agreements related thereto, of and (b) hereby grants to the Assignee, on behalf of and for the ratable benefit of the Assignee and the Lenders, a first-priority security interest in all of the Obligor's right, title, and interest in and to the Trademarks to secure the Secured Obligations, including, without limitation, the Trademarks set forth on Schedule 1 attached hereto.

This security interest is reaffirmed, ratified and granted in conjunction with the security interests granted to the Assignee pursuant to the Original Trademark Security Agreement and the Trademark Security Agreement and is not intended to increase the rights of the Assignee or the obligations of the Obligor beyond the rights and obligations contained in the Trademark Security Agreement. The Obligor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

5. Binding Effect. This Agreement shall be binding on all of the parties hereto and on each of their successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

*[Remainder of Page Intentionally Left Blank;  
Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By: Monica A. Starika  
Name: Monica A. Starika  
Title: Sr. Vice President

ASSIGNEE:

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OBLIGOR:

HARRY LONDON CANDIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

STATE OF Wisconsin )  
 ) ss.  
COUNTY OF Milwaukee )

This instrument was acknowledged before me on March 6, 2006, by Monica A. Stariha, the Senior Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of said national banking association.



Vicki L. Vogel  
Notary Public

My commission expires: 10/12/08

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

TRADEMARK  
REEL: 003279 FRAME: 0211

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

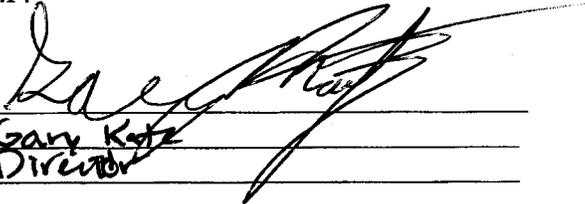
ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

✓ DELAWARE STREET CAPITAL MASTER FUND, L.P.

By:  \_\_\_\_\_  
Name: Gary Katz  
Title: Director

OBLIGOR:

HARRY LONDON CANDIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Assignment and Assumption of Trademark Security Agreement]



IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

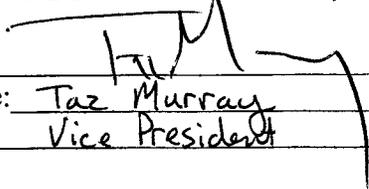
ASSIGNEE:

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

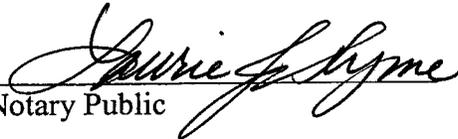
OBLIGOR:

HARRY LONDON CANDIES, INC.

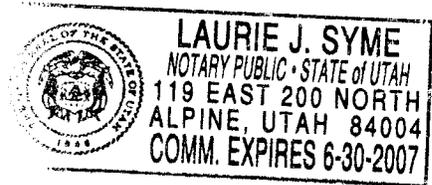
By:   
Name: Taz Murray  
Title: Vice President

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

This instrument was acknowledged before me on MARCH 10, 2006, by TAZ MURRAY, the VICE PRESIDENT of Harry London Candies, Inc., an Ohio corporation, on behalf of said corporation.

  
Notary Public

My commission expires: 6/30/07



[Signature Page to Assignment and Assumption of Trademark Security Agreement]

SCHEDULE 1  
TO  
ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
COOKIE JOYS	U.S.	1,918,956	09/12/95	Registered
HARRY LONDON	U.S.	1,823,041	02/22/94	Registered
PRETZEL JOYS	U.S.	1,309,265	12/11/84	Registered
HOT LIPS	U.S.	1,925,686	10/10/95	Registered
MOCHA MELTS	U.S.	1,927,891	10/17/95	Registered
HEARTLAND	U.S.	2,058,089	04/29/97	Registered
HEARTLAND CHOCOLATES	U.S.	2,062,014	05/13/97	Registered
TRUFFLE FONDUE	U.S.	2,117,089	11/25/97	Registered
ZEN AND THE ART OF CHOCOLATE	U.S.	2,392,222	10/03/00	Registered
THE PEOPLE BISCUIT	U.S.	1,346,592	07/02/85	Registered
CRISPIE JOYS	U.S.	76/627,587	01/11/05	Pending