

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harry London Candies, Inc.		03/28/2006	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Delaware Street Capital Master Fund, L.P.		
Street Address:	900 North Michigan Avenue		
Internal Address:	Suite 1600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78654921	TRUFFLE FONDUE	
CORRESPONDENCE DATA			
Fax Number:	(312)840-7884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$40.00 78654921

Date:

04/05/2006

Total Attachments: 7

source=Harry London Trademark Security Agreement#page1.tif

source=Harry London Trademark Security Agreement#page2.tif

source=Harry London Trademark Security Agreement#page3.tif

source=Harry London Trademark Security Agreement#page4.tif

source=Harry London Trademark Security Agreement#page5.tif

source=Harry London Trademark Security Agreement#page6.tif

source=Harry London Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 28th day of March, 2006, but effective as of July 6, 2005, is by and between DELAWARE STREET CAPITAL MASTER FUND, L.P., as assignee of JPMorgan Chase Bank, N.A., successor by merger to Bank One, NA, as agent (the "Grantee") 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 "Grantor"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Original Trademark Security Agreement (as such term is defined below).

RECITALS

WHEREAS, the Grantor entered into that certain 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 Grantor, certain affiliates of the Grantor, the financial institutions from time to time party thereto (the "Lenders") and the Grantee, pursuant to which the Lenders provided loans and other financial accommodations to the Grantor;

WHEREAS, the Grantor entered into that certain Amended and Restated Pledge and Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor and the Grantee, pursuant to which the Grantor granted to the Grantee, for the benefit of the Grantee and the Lenders, a security interest in all of its right, title and interest in, to and under the "Collateral" (as defined in the Security Agreement), including all personal property and other assets, whether then owned by or owing to, or thereafter acquired by or arising in favor of the Grantor;

WHEREAS, pursuant to the terms of 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 "Original Trademark Security Agreement"), by and between the Grantor and the Grantee, the Grantor granted to the Grantee, for the benefit of the Grantee and 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 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); and

WHEREAS, the Grantor subsequently acquired the Trademarks listed on Schedule 1 attached hereto (the "New Trademarks"), which were not listed in the Original Trademark Security Agreement.

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:

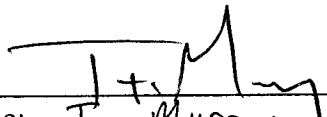
Grantor hereby grants to Grantee, on behalf of the Grantee and the Lenders, a first-priority security interest in all of Grantor's right, title, and interest in and to the New Trademarks to secure the Secured Obligations.

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

* * * * *

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

HARRY LONDON CANDIES, INC., an
Ohio corporation

By: 
Name: Taz Murray
Title: Vice President


Acknowledged:

**DELAWARE STREET CAPITAL MASTER
FUND, L.P.**, a Delaware corporation, as agent

By: _____
Name: _____
Title: _____

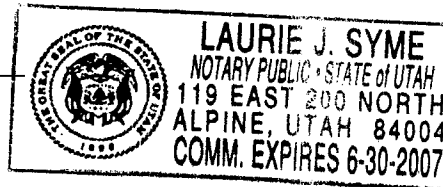
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

This instrument was acknowledged before me on MARCH 28TH, 2006, by TAE 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



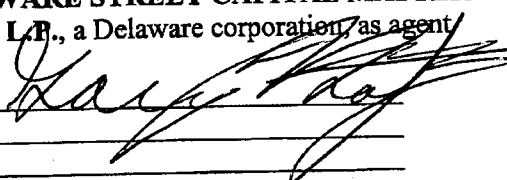
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

HARRY LONDON CANDIES, INC., an
Ohio corporation

By: _____
Name: _____
Title: _____

Acknowledged:

**DELAWARE STREET CAPITAL MASTER
FUND, L.P.**, a Delaware corporation, as agent

By:  _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

STATE OF Illinois)
) ss.
COUNTY OF Cook)

This instrument was acknowledged before me on March 24, 2006, by GARY KATZ, the DIRECTOR of Delaware Street Capital Master Fund, L.P., a Cayman Islands exempt limited partnership, on behalf of said limited partnership.



Bonnie E. Heacock
Notary Public

My commission expires: 01/22/2010

Schedule 1
to Trademark
Security Agreement

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
TRUFFLE FONDUE	U.S.	78/654,921	06/28/05	Pending