

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DELAWARE STREET CAPITAL MASTER FUND		05/01/2006	exempted limited partnership: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Maxfield Candy Company
Street Address:	1050 South 200 West
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84101
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1436377	MAXFIELD'S ALL AMERICAN SELECTED CHOCOLATES NET WT. 16 OZ. (1LB.)
Registration Number:	1470621	SQUARE HEART BOX
Registration Number:	1968200	ALL AMERICAN
Registration Number:	2169362	MAXFIELD'S
Registration Number:	2780868	DECADENT CHOCOLATES

CORRESPONDENCE DATA

Fax Number: (713)651-5246
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713-651-8464
Email: awhite@fulbright.com
Correspondent Name: ALLEN E. WHITE
Address Line 1: 1301 MCKINNEY ST STE 5100
Address Line 2: IPT - 38TH FLOOR
Address Line 4: HOUSTON, TEXAS 77010-3095

CH \$140.00 1436377

ATTORNEY DOCKET NUMBER:	10209333 ALPINE
NAME OF SUBMITTER:	ALLEN E. WHITE
Signature:	/ALLEN E. WHITE/
Date:	05/03/2006
Total Attachments: 4 source=maxifield delaware tm release_1#page1.tif source=maxifield delaware tm release_2#page1.tif source=maxifield delaware tm release_3#page1.tif source=maxifield delaware tm release_4#page1.tif	

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of May 1, 2006 ("Effective Date") by and among MAXFIELD CANDY COMPANY, a Utah corporation (the "Grantor"), and DELAWARE STREET CAPITAL MASTER FUND, L.P. (assignee of JPMorgan Chase Bank, N.A., as successor by merger to Bank One, NA ("JPMorgan")), as agent ("Grantee") for the Lenders (as defined below).

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

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 Grantor and JPMorgan, the Grantor granted to JPMorgan, for the benefit of JPMorgan and the Prior 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," all of which are listed on Schedule A attached hereto), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, JPMorgan assigned to the Grantee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) including, without limitation, each and every security interest in and lien on the assets of the Grantor granted to JPMorgan 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 Grantor, certain affiliates of the Grantor and the Grantee (pursuant to which the Grantee was deemed to be a Lender (as defined in the Credit Agreement) under the Credit Agreement);

WHEREAS, simultaneously with the execution of the Assignment Agreement, the Grantee desired to amend and restate the Original Trademark Security Agreement such that the Grantor and the Grantee 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, pursuant to that certain Assignment and Assumption of Trademark Security Agreement dated as of March 10, 2006, but effective as of July 6, 2005 (the "Assignment and Assumption of Trademark Security Agreement"), Grantor, among other things, (a) acknowledged the Assignment and Assumption by Grantee of all of JPMorgan's right, title and interest in the Original Trademark Security Agreement and (b) acknowledged its entry into the Trademark Security Agreement pursuant to which the Grantor (i) reaffirmed and ratified its grant of security interest in the Trademarks to the Grantee (as assignee of JPMorgan) under the Original Trademark Security Agreement and (ii) granted to the Grantee a first-priority security interest in all of its right, title, and interest in and to the Trademarks to secure the Secured Obligations; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and other obligations to Grantee and Lenders.

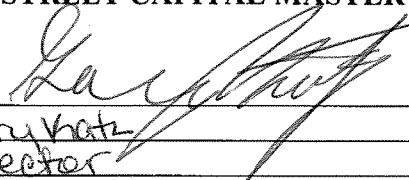
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Original Trademark Security Agreement, the Trademark Security Agreement and the Assignment and Assumption of Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee shall, at Grantor's expense, execute and deliver to Grantor such further filings and releases as Grantor may reasonably request to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

DELAWARE STREET CAPITAL MASTER FUND, L.P., as Agent

By: 
Name: Gary Katz
Title: Director

[Signature Page to Release of Security Interests in Trademarks]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
ALL AMERICAN *Owned by Maxfield's Candy Company	U.S.	1,968,200	4/16/96	Registered
SQUARE HEART BOX	U.S.	1,470,621	12/29/87	Registered
DECADENT CHOCOLATES	U.S.	2,780,868	11/04/03	Registered
MAXFIELD'S	U.S.	2,169,362	06/30/98	Registered
MAXFIELD'S ALL AMERICAN SELECTED CHOCOLATES NET WT. 16 OZ. (1LB.) AND THE DESIGN OF THE BOX	U.S.	1,436,377	04/14/87	Registered