

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:	KENCRAFT, INC.
Street Address:	119 E. 200 NORTH
City:	ALPINE
State/Country:	UTAH
Postal Code:	84003
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2108276	
Registration Number:	2119390	
Registration Number:	2140966	
Registration Number:	1986935	BUBBLEGUM BUDDIES
Registration Number:	2407337	CANDY WITH CHARACTERS
Registration Number:	2263793	CHOCOPALS
Registration Number:	2066936	CHUMMY CHUMS
Registration Number:	2117703	
Registration Number:	2941535	HUG ME
Registration Number:	2119358	I LOVE YOU
Registration Number:	2909433	IMAGIPOPS
Registration Number:	2269911	JAWBREAKER BUDDIES
Registration Number:	1946903	KENCRAFT

CH \$1315.00 2108276

Registration Number:	2936896	KOOKIE KAKES
Registration Number:	1299746	KOOKY KONES
Registration Number:	1272045	LOLLIPALS
Registration Number:	1953101	PEPPERMINT PLACE
Registration Number:	1299747	PETITCUPS
Registration Number:	1510318	PIC-A-POP RAINBOW-TREE
Registration Number:	2138768	PUPPET PALS
Registration Number:	2117672	
Registration Number:	2033209	
Registration Number:	2161729	
Registration Number:	2054873	
Registration Number:	2932673	
Registration Number:	2815873	
Registration Number:	2312782	
Registration Number:	2119359	
Registration Number:	2899320	
Registration Number:	2941534	BOO
Registration Number:	2054948	
Registration Number:	2886227	
Registration Number:	2163718	
Registration Number:	2171062	
Registration Number:	2899321	
Registration Number:	2831124	
Registration Number:	2914415	
Registration Number:	2130052	
Serial Number:	76299031	SWEET GREETINGS
Registration Number:	2390518	TAFFYTOONS
Registration Number:	2236213	TEENSY WEENSY CANDY BASKET
Registration Number:	2493568	THE BUBBLEGUM BUNCH
Registration Number:	2310151	
Registration Number:	2308164	
Registration Number:	2900784	TWISTPOP
Registration Number:	2117679	
Registration Number:	1980925	CANDY CLIMBERS
Registration Number:	2119355	

Serial Number:	76362977	ALPINE CONFECTIONS
Serial Number:	78206592	TWISTIX
Serial Number:	76610648	DECORATE YOUR CAKE AND EAT IT TOO!
Serial Number:	78559789	LI'L LOLLIES

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

ATTORNEY DOCKET NUMBER:	10209333 ALPINE
NAME OF SUBMITTER:	ALLEN E. WHITE
Signature:	/ALLEN E. WHITE/
Date:	05/04/2006

Total Attachments: 7
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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 KENCRAFT, INC., 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;

WHEREAS, Grantor acquired additional Trademarks (which are also listed on Schedule A attached hereto) and Grantor and Grantee entered into that certain Trademark Security Agreement dated as of March 28, 2006, but effective as of July 6, 2005 (the "Second Trademark Security Agreement"); and

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

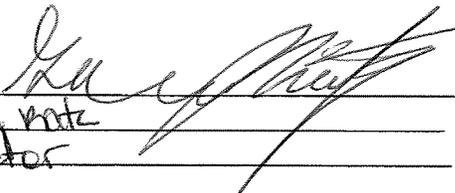
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Original Trademark Security Agreement, the Trademark Security Agreement, the Assignment and Assumption of Trademark Security Agreement and the Second Trademark 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>
SHAPE OF CHRISTMAS BEAR CANDY CLIMBERS	U.S.	2,108,276	10/28/97	Registered
SHAPE OF MONKEY LOLLIPALS	U.S.	2,119,390	12/09/97	Registered
BRIDE BUBBLEGUM BUDDY	U.S.	2,140,966	03/03/98	Registered
BUBBLEGUM BUDDIES	U.S.	1,986,935	07/16/96	Registered
CANDY WITH CHARACTERS	U.S.	2,407,337	11/21/00	Registered
CHOCOPALS	U.S.	2,263,793	07/20/99	Registered
CHUMMY CHUMS	U.S.	2,066,936	06/03/97	Registered
HIPPOPOTAMUS BUBBLEGUM CANDY	U.S.	2,117,703	12/02/97	Registered
HUG ME	U.S.	2,941,535	04/19/05	Registered
I LOVE YOU LOLLIPAL	U.S.	2,119,358	12/09/97	Registered
IMAGIPOPS	U.S.	2,909,433	02/14/04	Registered
JAWBREAKER BUDDIES	U.S.	2,269,911	08/10/99	Registered
KENCRAFT	U.S.	1,946,903	01/09/96	Registered
KOOKIE KAKES	U.S.	2,936,896	03/29/05	Registered
KOOKY KONES	U.S.	1,299,746	10/09/84	Registered
LOLLIPALS	U.S.	1,272,045	03/27/84	Registered
PEPPERMINT PLACE	U.S.	1,953,101	01/30/96	Registered

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>
PETITCUPS	U.S.	1,299,747	10/09/84	Registered
PIC-A-POP RAINBOW-TREE DESIGN	U.S.	1,510,318	10/25/88	Registered
PUPPET PALS	U.S.	2,138,768	02/24/98	Registered
SANTA CLAUS BUBBLEGUM BUDDY	U.S.	2,117,672	12/02/97	Registered
SHAPE OF A CLOWN FIREMAN CANDY CLIMBER	U.S.	2,033,209	01/21/97	Registered
SHAPE OF A GHOST CANDY CLIMBER	U.S.	2,161,729	06/02/98	Registered
SHAPE OF A MONKEY CANDY CLIMBER	U.S.	2,054,873	04/22/97	Registered
SHAPE OF A STOCKING LOLLIPAL	U.S.	2,932,673	03/15/05	Registered
SHAPE OF A CANDY CANE BOOK	U.S.	2,815,873	02/17/04	Registered
SHAPE OF A CLOWN BUBBLEGUM BUDDIES	U.S.	2,312,782	02/01/00	Registered
SHAPE OF DINOSAUR LOLLIPALS	U.S.	2,119,359	12/09/97	Registered
SHAPE OF EGG LOLLIPAL	U.S.	2,899,320	11/02/04	Registered
SHAPE OF GHOST LOLLIPAL	U.S.	2,941,534	04/19/05	Registered
SHAPE OF LITTLE GIRL CANDY CLIMBER	U.S.	2,054,948	04/22/97	Registered

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>
SHAPE OF PUMPKIN LOLLIPAL	U.S.	2,886,227	09/21/04	Registered
SHAPE OF SANTA CLAUS CANDY CLIMBER	U.S.	2,163,718	06/09/98	Registered
SHAPE OF SANTA CLAUS LOLLIPAL	U.S.	2,171,062	07/07/98	Registered
SHAPE OF SNOWMAN LOLLIPAL	U.S.	2,899,321	11/02/04	Registered
SHAPE OF SUCKER WITH DECORATIVE DISK	U.S.	2,831,124	04/13/04	Registered
SHAPE OF TREE LOLLIPAL	U.S.	2,914,415	12/28/04	Registered
SHAPE OF WITCH LOLLIPALS	U.S.	2,130,052	01/20/98	Registered
SWEET GREETINGS	U.S.	76/299,031	08/13/01	Registered
TAFFYTOONS	U.S.	2,390,518	09/26/00	Registered
TEENSY WEENSY CANDY BASKET	U.S.	2,236,213	03/30/99	Registered
THE BUBBLEGUM BUNCH	U.S.	2,493,568	09/25/01	Registered
TIGER BUBBLEGUM BUNCH	U.S.	2,310,151	01/25/00	Registered
TIGER LOLLIPALS	U.S.	2,308,164	01/18/00	Registered
TWISTPOP	U.S.	2,900,784	11/02/04	Registered
VAMPIRE BUBBLEGUM BUDDY	U.S.	2,117,679	12/02/97	Registered

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

CANDY CLIMBERS	U.S.	1,980,925	06/18/96	Registered
SHAPE OF SNOWMAN	U.S.	2,119,355	12/09/97	Registered
ALPINE CONFECTIONS	U.S.	76/362,977	01/24/02	Pending
TWISTIX	U.S.	78/206,592	01/23/03	Pending
DECORATE YOUR CAKE AND EAT IT TOO!	U.S.	76/610,648	10/04/05	Registered
LIL LOLLIES	U.S.	78/559,789	02/03/05	Pending