

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
Sovereign Bank, F.S.B.		06/12/2006	federally chartered savings bank: UNITED STATES

RECEIVING PARTY DATA

Name:	R&R Operating Partnership, L.P.
Street Address:	1035 Mill Road
City:	Allentown
State/Country:	PENNSYLVANIA
Postal Code:	18106
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2014633	ALMOND KISSES
Registration Number:	0690644	AMERICANA
Registration Number:	1844601	BARTONETTES
Registration Number:	0669032	BARTON'S
Registration Number:	1937678	BARTONS BONBONNIERE
Registration Number:	2923935	BARTONS DESSERT CLASSICS
Registration Number:	2971944	BARTONS GEM CLASSICS
Registration Number:	2921299	BARTONS TOPPERS
Registration Number:	2195935	BONBONNIERE
Registration Number:	2952677	DESSERT CLASSICS
Registration Number:	2921300	GEM CLASSICS
Registration Number:	0625961	LOLLYCONES
Registration Number:	2971212	NEW YORKER

OP \$340.00 2014633

CORRESPONDENCE DATA

Fax Number: (202)223-2085
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-861-3900
Email: dctrademarks@dlapiper.com
Correspondent Name: Ryan C. Compton, Esq. - DLA PIPER et al
Address Line 1: 1200 Nineteenth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER:	360482-3
NAME OF SUBMITTER:	Ryan C. Compton, Esq.
Signature:	/Ryan C. Compton/
Date:	06/12/2006

Total Attachments: 14
source=release#page1.tif
source=release#page2.tif
source=release#page3.tif
source=release#page4.tif
source=release#page5.tif
source=release#page6.tif
source=release#page7.tif
source=release#page8.tif
source=release#page9.tif
source=release#page10.tif
source=release#page11.tif
source=release#page12.tif
source=release#page13.tif
source=release#page14.tif

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (this "Release") is made as of the 12th day of June, 2006 by and between SOVEREIGN BANK, F.S.B., a federally chartered savings bank ("Sovereign"), and ACG-CANDY, LLC, a Maryland limited liability company ("Lender").

Recitals

R-1. Contemporaneously with the execution of this Agreement, Lender is making a loan to R&R Operating Partnership, L.P. ("Borrower") in the amount of \$2,000,000, which loan shall be secured by a lien on those assets of Borrower described on Exhibit A attached hereto (the "Pledged Assets"), as more particularly set forth in the Security Agreement made by Borrower in favor of Lender (the "Security Agreement") of even date with this Agreement.

R-2. Pursuant to the Security Agreement, the Pledged Assets must be free and clear of all liens, charges and encumbrances of any kind.

R-3. Sovereign has a security interest in and lien on all of Seller's assets, including the Pledged Assets, pursuant to a Loan and Security Agreement dated as of June 15, 2004, as amended by a First Amendment to Loan and Security Agreement dated June 29, 2005, and a Trademark Security Agreement dated as of June 15, 2004 (the "Trademark Security Agreement") (collectively, the "Sovereign Security Agreements", which term shall also include any other documents evidencing or related in any way to Sovereign's security interest in the Pledged Assets).

R-4. Sovereign perfected its security interest in and lien on all of Borrower's assets, including the Pledged Assets, by filing financing statement #20040644545 with the Pennsylvania Department of State on June 17, 2004 (the "Financing Statement"); Sovereign did not file any other financing statements with respect to its security interest in and lien on the Pledged Assets.

R-5. Sovereign recorded its Trademark Security Agreement with the United States Patent and Trademark Office under Reel/Frame No. 3001/0347 on June 21, 2004 (the "Trademark Filing").

R-6. Borrower has requested that Sovereign release its security interest in and lien on the Pledged Assets and Sovereign has agreed to do so.

R-7. This Agreement shall be effective contemporaneously with closing under the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sovereign agrees as follows:

1. Release. Sovereign hereby releases in full its security interest and lien on the Pledged Assets held pursuant to the Sovereign Security Agreements or otherwise.

2. Termination of Financing Statement With Respect to Pledged Assets. Attached to this Agreement as Exhibit B is a UCC-3 termination statement, which terminates the Financing Statement with respect to the Pledged Assets. Sovereign hereby authorizes Lender to file such UCC-3 termination statement with the appropriate filing office.

3. Filing with United States Patent and Trademark Office. Sovereign hereby authorizes Lender to file any appropriate documents, including this Release, with the United States Patent and Trademark Office to record the release of the Pledged Assets that were covered by the Trademark Filing.

4. Lien on Assets Other Than Pledged Assets. Nothing contained herein shall affect Sovereign's security interest in and lien on any of Borrower's assets other than the Pledged Assets.

5. Further Assurances. Sovereign will execute, acknowledge and deliver, from time to time, such supplements hereto and such further instruments and documents, as Lender may reasonably require to release Sovereign's security interest and lien on the Pledged Assets.

6. Loan Documents. Lender agrees that Lender will not enter into any amendment to any of the Loan Documents (as defined in the Security Agreement) without Sovereign's prior written consent.

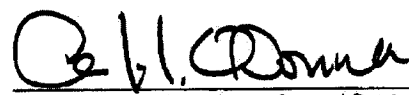
IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement under seal as of the date first written above.

WITNESS/ATTEST:

SOVEREIGN BANK, F.S.B.



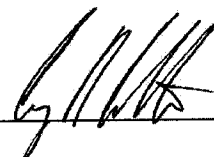
Vincent Giglio, VP.

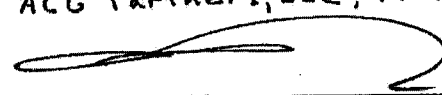
By: 

Name: CHARLES H. O'DONNELL
Title: VICE PRESIDENT

WITNESS/ATTEST:

ACG-CANDY, LLC

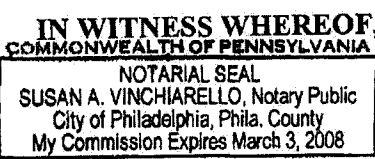


By: ACG Partners, LLC, its Manager
By: 

Name: Steven B. Fader
Title: Member

STATE OF Pennsylvania)
CITY/COUNTY OF Philadelphia) SS:

I HEREBY CERTIFY that on this 9th day of June, 2006, before me, the undersigned officer, personally appeared Charles H. O'Donnell, who acknowledged himself/herself to be the Vice President of Sovereign Bank, F.S.B., a federally chartered savings bank, and that (s)he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Sovereign Bank, F.S.B., a federally chartered savings bank, as Vice President of Sovereign Bank, F.S.B., a federally chartered savings bank.



Susan A. Vinchiarello
Notary Public

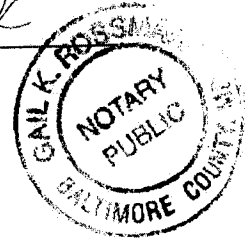
My Commission expires: _____

STATE OF Maryland)
CITY/COUNTY OF Baltimore) SS:

I HEREBY CERTIFY that on this 12th day of June, 2006, before me, the undersigned officer, personally appeared Steven B. Fader, who acknowledged himself/herself to be the _____ of ACG-Candy, LLC, a Maryland limited liability company, and that (s)he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of ACG-Candy, LLC, a Maryland limited liability company, as _____ of ACG-Candy, LLC, a Maryland limited liability company. authorized member of ACG Partners, LLC, the Manager.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Gail K. Rosmark
Notary Public



My Commission expires: 8-1-06

Schedule A: Pledged Collateral

Schedule 1 to UCC-1 Financing Statement

DESCRIPTION OF COLLATERAL

(a) All registered and unregistered works of authorship relating to Debtor's business of manufacturing, marketing and selling products in connection with the BARTONS brand (the "Bartons Business") and all copyright rights therein including, without limitation, Debtor's catalogs and the website located at www.bartonscandy.com (all of the foregoing in this paragraph (a) are collectively called "Copyrights").

(b) (i) the trademarks AMERICANA, ALMOND KISSES, BARTONETTES, BARTON'S, BARTONS BONBONNIERE, BARTONS DESSERT CLASSICS, BARTONS GEM CLASSICS, BARTONS TOPPERS, BONBONNIERE, DESSERT CLASSICS, GEM CLASSICS, LOLLYCONES, and NEW YORKER, (ii) all names and trademarks displayed on www.bartonscandy.com and in catalogs of Debtor relating exclusively to the Bartons Business and (iii) the internet domain name www.bartonscandy.com, and all applications and registrations, and all renewals of any of the foregoing (i) through (iii), and all goodwill associated with each of the foregoing (i) through (iii), including without limitation the trademarks and other names set forth on Schedule A (all of the foregoing in this paragraph (b) are collectively called "Marks").

(c) The Copyrights, the Marks and any and all other rights to existing and future registrations and applications for any of the foregoing and all other proprietary rights in, or relating to, any of the foregoing, including remedies against and rights to sue for past infringements, and rights to damages and profits due or accrued in or relating to any of the foregoing and any and all other tangible or intangible proprietary property, information and materials that relate exclusively to the Bartons Business (all of the foregoing in this paragraph (c) are collectively called "Core Intellectual Property").

(d) As regarding the Bartons Business, all forms and types of financial, business, scientific, technical, economic, or engineering information, including confidential business information, candy recipes, manufacturing and packaging processes and instructions, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, trade secrets, know-how, shop rights, inventions, discoveries, business systems, business forms, business stationery, software, trade dress, brand names, commercial names, fictitious names, brochures, signs, tags, labels, logos, sales materials, advertising materials, marketing materials, promotional materials, shipping materials, pricing materials, customer lists, distributor lists, franchisee lists, franchisor lists, licensee lists, licensor lists, instruction manuals, operation manuals, service manuals, telephone numbers, post office addresses, mailing addresses, e-mail addresses, Internet protocol numerical addresses, domain names, codes, web sites, permits, authorizations, consents, and approvals, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, and including any other rights or interests in any of the foregoing, and all rights to sue for past, present or future violations or infringements or misappropriation of any of the foregoing and rights to damages and profits due or accrued in or relating to any of the foregoing, and the goodwill associated with or related to any of the

foregoing (and including the goodwill of any business owning or having rights to any of the foregoing), and including opinions and advice of counsel, consultants, advisors, and experts (including research materials, engineering reports and other work product of employees), and all other intangible assets used or held for use exclusively in connection with the Bartons Business whether in tangible or intangible form and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing (all of the foregoing in this paragraph (d) are collectively called "Other Intellectual Property").

(e) Any agreements relating to Core Intellectual Property or any Other Intellectual Property, and including any agreements, rights, options, licenses or sublicenses to purchase or otherwise acquire or use or benefit from (or to sell or otherwise permit any other person, entity, or governmental authority, including any receiver, Debtor-in-possession, trustee, custodian, conservator or liquidator, to acquire or use or benefit from) any Core Intellectual Property or any Other Intellectual Property, and any source code escrow agreements, and any personal services contracts, employment contracts, confidentiality agreements and similar covenants and agreements, rights under agreements not to compete and similar covenants and agreements, rights to contract expirations or renewals, and rights to insurance policy expirations or renewals, including any amendments, reissues, renewals, or supplementations of, or substitutions or replacements for, any of the foregoing, and including any agreements with employees or former employees relating to any of the foregoing (all of the foregoing in this paragraph (e) are collectively called "Intellectual Property Agreements").

(f) All other intangible assets (including all claims, contract rights and warranty and product liability claims against third parties) related exclusively to Core Intellectual Property and Other Intellectual Property, provided further that, under no circumstances shall Proceeds of the sale of Inventory be considered an Other Asset (as hereinafter defined) (all of the foregoing in this paragraph (f) are collectively called "Other Assets").

(g) All now owned and hereafter acquired, created or arising Records (as such term is defined in Article 9 of the Pennsylvania Uniform Commercial Code, and, except as used in "for record," "of record," "record or legal title," and "record owner," any information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form) and books, records, documents, ledger cards, invoices, bills of lading and other shipping evidence, credit files, computer programs, tapes, discs, diskettes, and other data and software storage medium and devices, and other property and general intangibles evidencing or relating to Core Intellectual Property, Other Intellectual Property, Intellectual Property Agreements and Other Assets (including any rights of Debtor with respect to the foregoing maintained with or by any other person, entity, or governmental authority, including any receiver, Debtor-in-possession, trustee, custodian, conservator or liquidator) (all of the foregoing in this paragraph (g) are collectively called "Business Records").

(h) All Proceeds (as such term is defined in Article 9 of the Pennsylvania Uniform Commercial Code) arising from the foregoing, but specifically excluding any Proceeds arising from the sale or other disposition of Excluded Assets (as defined below).

The term "Excluded Assets" means (i) all interests of Debtor in Debtor employee benefit plans, provided that this exclusion does not apply to an asset of Debtor merely because the asset was intended to be used to satisfy Debtor's obligations under a Debtor employee benefit plan; (ii) personnel records of any of the current or former employees of Debtor and any books, records and accounts and correspondence that do not pertain to the items described in paragraphs (a) through (h) above; (iii) all of Debtor's equipment and other tangible personal property, whether owned or leased; (iv) all of Debtor's Inventory (as described in Article 9 of the UCC), wherever located, whether now owned or hereafter acquired, including all finished goods, work-in-progress, raw materials, spare parts and all other materials and supplies to be used or consumed by Debtor in the business of, among other things, manufacturing, marketing and selling various brands of confectionary products; (v) all accounts receivable, cash, cash equivalents on hand or in bank accounts and short term investments, whether now in existence or hereafter created; (vi) all General Intangibles other than Core Intellectual Property, Other Intellectual Property, Intellectual Property Agreements, Other Assets and Business Records; (vii) all Deposit Accounts (as described in Article 9 of the UCC), Investment Property (as described in Article 9 of the UCC), all documents (as defined in Article 9 of the UCC) and all letter of credit rights (as defined in Article 9 of the UCC); (viii) all assets related to Debtor's fund raising business activities; (ix) all books and records, however maintained with respect to any of the foregoing; and (x) any and all Proceeds of the foregoing.

Schedule A: Trademarks

Mark	U.S. Application No. or U.S. Registration No.
ALMOND KISSES	2,014,633
AMERICANA	690,644
BARTONETTES	1,844,601
BARTON'S (Stylized)	669,032
BARTONS BONBONNIERE	1,937,678
BARTONS DESSERT CLASSICS	2,923,935
BARTONS GEM CLASSICS	2,971,944
BARTONS TOPPERS	2,921,299
BONBONNIERE	2,195,935
DESERT CLASSICS	2,952,677
GEM CLASSICS	2,921,300
LOLLYCONES	625,961
NEW YORKER	2,971,212
BARTONS (without apostrophe)	N/A
BARTONS PLATINUM	N/A
MEGA MUNCH	N/A
TOPPER'S TRIO	N/A
GRIZZLY PAWS	N/A
PANDA PAWS	N/A
CUBBY PAWS	N/A
B BARTONS CONFECTION CLASSICS & Design	N/A
TIGER PAWS	N/A
BLACK BEAR PAWS	N/A
EUROPA ASSORTMENT	N/A
GRANDMA BARTON'S	N/A
ARTIC PAWS	N/A
B Design	N/A

Schedule B: UCC-3 Termination Statement

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **20040644545 (filed 6/17/2004 with PA Dept. of State)**

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY USA
------	-------	-------------	-----------------------

7d. **SEE INSTRUCTIONS** ADD L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

Sovereign Bank hereby releases in full the collateral described on Schedule 1 attached hereto and incorporated herein.

No. of additional pages attached: 4

File with PA Dept. of State

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Sovereign Bank

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. **OPTIONAL FILER REFERENCE DATA**
Debtor: **R&R Operating Partnership, L.P.**

Schedule 1 to UCC Financing Statement Amendment

The Secured Party, Sovereign Bank, hereby releases in full its security interest in and lien on all of the following assets, rights, claims, properties and interests of the Debtor, R&R Operating Partnership, L.P. (the "Debtor"):

(a) All registered and unregistered works of authorship relating to Debtor's business of manufacturing, marketing and selling products in connection with the BARTONS brand (the "Bartons Business") and all copyright rights therein including, without limitation, Debtor's catalogs and the website located at www.bartonscandy.com (all of the foregoing in this paragraph (a) are collectively called "Copyrights").

(b) (i) the trademarks AMERICANA, ALMOND KISSES, BARTONETTES, BARTON'S, BARTONS BONBONNIERE, BARTONS DESSERT CLASSICS, BARTONS GEM CLASSICS, BARTONS TOPPERS, BONBONNIERE, DESSERT CLASSICS, GEM CLASSICS, LOLLYCONES, and NEW YORKER, (ii) all names and trademarks displayed on www.bartonscandy.com and in catalogs of Debtor relating exclusively to the Bartons Business and (iii) the internet domain name www.bartonscandy.com, and all applications and registrations, and all renewals of any of the foregoing (i) through (iii), and all goodwill associated with each of the foregoing (i) through (iii), including without limitation the trademarks and other names set forth on Schedule A (all of the foregoing in this paragraph (b) are collectively called "Marks").

(c) The Copyrights, the Marks and any and all other rights to existing and future registrations and applications for any of the foregoing and all other proprietary rights in, or relating to, any of the foregoing, including remedies against and rights to sue for past infringements, and rights to damages and profits due or accrued in or relating to any of the foregoing and any and all other tangible or intangible proprietary property, information and materials that relate exclusively to the Bartons Business (all of the foregoing in this paragraph (c) are collectively called "Core Intellectual Property").

(d) As regarding the Bartons Business, all forms and types of financial, business, scientific, technical, economic, or engineering information, including confidential business information, candy recipes, manufacturing and packaging processes and instructions, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, trade secrets, know-how, shop rights, inventions, discoveries, business systems, business forms, business stationery, software, trade dress, brand names, commercial names, fictitious names, brochures, signs, tags, labels, logos, sales materials, advertising materials, marketing materials, promotional materials, shipping materials, pricing materials, customer lists, distributor lists, franchisee lists, franchisor lists, licensee lists, licensor lists, instruction manuals, operation manuals, service manuals, telephone numbers, post office addresses, mailing addresses, e-mail addresses, Internet protocol numerical addresses, domain names, codes, web sites, permits, authorizations, consents, and approvals, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, and including any other rights or interests in any of the foregoing, and all rights to sue for past, present or future violations or infringements or

misappropriation of any of the foregoing and rights to damages and profits due or accrued in or relating to any of the foregoing, and the goodwill associated with or related to any of the foregoing (and including the goodwill of any business owning or having rights to any of the foregoing), and including opinions and advice of counsel, consultants, advisors, and experts (including research materials, engineering reports and other work product of employees), and all other intangible assets used or held for use exclusively in connection with the Bartons Business whether in tangible or intangible form and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing (all of the foregoing in this paragraph (d) are collectively called "Other Intellectual Property").

(e) Any agreements relating to Core Intellectual Property or any Other Intellectual Property, and including any agreements, rights, options, licenses or sublicenses to purchase or otherwise acquire or use or benefit from (or to sell or otherwise permit any other person, entity, or governmental authority, including any receiver, Debtor-in-possession, trustee, custodian, conservator or liquidator, to acquire or use or benefit from) any Core Intellectual Property or any Other Intellectual Property, and any source code escrow agreements, and any personal services contracts, employment contracts, confidentiality agreements and similar covenants and agreements, rights under agreements not to compete and similar covenants and agreements, rights to contract expirations or renewals, and rights to insurance policy expirations or renewals, including any amendments, reissues, renewals, or supplementations of, or substitutions or replacements for, any of the foregoing, and including any agreements with employees or former employees relating to any of the foregoing (all of the foregoing in this paragraph (e) are collectively called "Intellectual Property Agreements").

(f) All other intangible assets (including all claims, contract rights and warranty and product liability claims against third parties) related exclusively to Core Intellectual Property and Other Intellectual Property, provided further that, under no circumstances shall Proceeds of the sale of Inventory be considered an Other Asset (as hereinafter defined) (all of the foregoing in this paragraph (f) are collectively called "Other Assets").

(g) All now owned and hereafter acquired, created or arising Records (as such term is defined in Article 9 of the Pennsylvania Uniform Commercial Code, and, except as used in "for record," "of record," "record or legal title," and "record owner," any information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form) and books, records, documents, ledger cards, invoices, bills of lading and other shipping evidence, credit files, computer programs, tapes, discs, diskettes, and other data and software storage medium and devices, and other property and general intangibles evidencing or relating to Core Intellectual Property, Other Intellectual Property, Intellectual Property Agreements and Other Assets (including any rights of Debtor with respect to the foregoing maintained with or by any other person, entity, or governmental authority, including any receiver, Debtor-in-possession, trustee, custodian, conservator or liquidator) (all of the foregoing in this paragraph (g) are collectively called "Business Records").

(h) All Proceeds (as such term is defined in Article 9 of the Pennsylvania Uniform Commercial Code) arising from the foregoing, but specifically excluding any Proceeds arising from the sale or other disposition of Excluded Assets (as defined below).

The term "Excluded Assets" means (i) all interests of Debtor in Debtor employee benefit plans, provided that this exclusion does not apply to an asset of Debtor merely because the asset was intended to be used to satisfy Debtor's obligations under a Debtor employee benefit plan; (ii) personnel records of any of the current or former employees of Debtor and any books, records and accounts and correspondence that do not pertain to the items described in paragraphs (a) through (h) above; (iii) all of Debtor's equipment and other tangible personal property, whether owned or leased; (iv) all of Debtor's Inventory (as described in Article 9 of the UCC), wherever located, whether now owned or hereafter acquired, including all finished goods, work-in-progress, raw materials, spare parts and all other materials and supplies to be used or consumed by Debtor in the business of, among other things, manufacturing, marketing and selling various brands of confectionary products; (v) all accounts receivable, cash, cash equivalents on hand or in bank accounts and short term investments, whether now in existence or hereafter created; (vi) all General Intangibles other than Core Intellectual Property, Other Intellectual Property, Intellectual Property Agreements, Other Assets and Business Records; (vii) all Deposit Accounts (as described in Article 9 of the UCC), Investment Property (as described in Article 9 of the UCC), all documents (as defined in Article 9 of the UCC) and all letter of credit rights (as defined in Article 9 of the UCC); (viii) all assets related to Debtor's fund raising business activities; (ix) all books and records, however maintained with respect to any of the foregoing; and (x) any and all Proceeds of the foregoing.

Schedule A: Trademarks

Mark	U.S. Application No. or U.S. Registration No.
ALMOND KISSES	2,014,633
AMERICANA	690,644
BARTONETTES	1,844,601
BARTON'S (Stylized)	669,032
BARTONS BONBONNIERE	1,937,678
BARTONS DESSERT CLASSICS	2,923,935
BARTONS GEM CLASSICS	2,971,944
BARTONS TOPPERS	2,921,299
BONBONNIERE	2,195,935
DESERT CLASSICS	2,952,677
GEM CLASSICS	2,921,300
LOLLYCONES	625,961
NEW YORKER	2,971,212
BARTONS (without apostrophe)	N/A
BARTONS PLATINUM	N/A
MEGA MUNCH	N/A
TOPPER'S TRIO	N/A
GRIZZLY PAWS	N/A
PANDA PAWS	N/A
CUBBY PAWS	N/A
B BARTONS CONFECTION CLASSICS & Design	N/A
TIGER PAWS	N/A
BLACK BEAR PAWS	N/A
EUROPA ASSORTMENT	N/A
GRANDMA BARTON'S	N/A
ARTIC PAWS	N/A
B Design	N/A