

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Patents and Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
House of Brussels Chocolates Inc.		03/29/2005	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Laurus Master Fund, Ltd.		
Street Address:	825 Third Ave., 14th Floor		
Internal Address:	c/o Laurus Capital Management, LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76523101	HOUSE OF BRUSSELS CHOCOLATES	
Serial Number:	76523104	HOUSE OF BRUSSELS CHOCOLATES	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		

CH \$65.00 76523101

Date:

06/30/2006

Total Attachments: 7

source=brussels - laurus tm 2#page1.tif

source=brussels - laurus tm 2#page2.tif

source=brussels - laurus tm 2#page3.tif

source=brussels - laurus tm 2#page4.tif

source=brussels - laurus tm 2#page5.tif

source=brussels - laurus tm 2#page6.tif

source=brussels - laurus tm 2#page7.tif

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of March 29, 2005, is executed by HOUSE OF BRUSSELS CHOCOLATES INC., a corporation existing under the laws of Nevada (the "Grantor"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to each of (x) a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Master Security Agreement") among the Grantor, certain other Assignors (as defined in the Master Security Agreement) and the Secured Party and (y) a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Master Security Agreement") among the Grantor, certain other entities and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other entities have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to House of Brussels Chocolates Inc and certain subsidiaries thereof.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as each of the Security Agreement and the Master Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of

NY375575.2
6666666666
03/25/2005 jp

documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

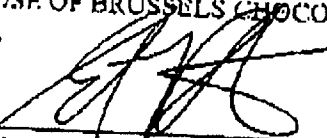
3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in each of the Master Security Agreement and the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on
the day and year first above written.

HOUSE OF BRUSSELS CHOCOLATES
INC.

By: 
Name: GRANT PETERSEN
Title: CEO

NY0375575.2
70

LAURUS MASTER FUND, LTD.

By: 
Name: _____
Title: 

NY375575.2
666666666666
03/23/2005 jp

SCHEDULE 1 TO GRANT OF SECURITY INTEREST
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Country</u>
House of Brussels Chocolates	76523101	06/16/2003	USA.
House of Brussels Chocolates & Design	76523104	06/16/2003	USA

NY375575.2
666666666666
03/25/2005 jp

SCHEDULE 2 TO GRANT OF SECURITY INTEREST
PATENTS AND PATENT APPLICATIONS

None

NY375575.2
666666666666
03/25/2005.jp

