

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
DeBas Chocolate, Inc.		03/29/2005	CORPORATION: CALIFORNIA
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: 9			
Property Type	Number	Word Mark	
Serial Number:	75189922	A CAPELLA	
Serial Number:	74629544	MOCHACIRCLE	
Serial Number:	74629627	MOCHADISC	
Serial Number:	74630332	MOCHAROUND	
Serial Number:	74375629	THE COFFEE LOVER'S SUPREME CHOCOLATE BAR	
Serial Number:	74478667	ESPRESSO	
Serial Number:	74616423	ZZOZZO	
Serial Number:	76581704	CHOCOLATI	
Serial Number:	76581705		
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		

CH \$240.00 75189922

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/
Date:	06/30/2006

Total Attachments: 7

source=debas chocolate - laurus tm#page1.tif
source=debas chocolate - laurus tm#page2.tif
source=debas chocolate - laurus tm#page3.tif
source=debas chocolate - laurus tm#page4.tif
source=debas chocolate - laurus tm#page5.tif
source=debas chocolate - laurus tm#page6.tif
source=debas chocolate - laurus tm#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 DEBAS CHOCOLATE, INC., a corporation existing under the laws of California (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
666666666666
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 as of the day and year first above written.

DEBAS CHOCOLATE, INC


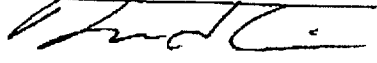
By: 

Name: Robert Wozniak

Title: VPI CFO

NY375575.2
6666666666
03/25/2008 jp

LAURUS MASTER FUND, LTD.

By: 
Name: _____
Title: 

NY375575.2
666666666666
03/25/2005.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>
A Capella	75189922	10/30/1996	USA
Mochacircle	74629544	02/03/1995	USA
Mochadisc	74629627	02/03/1995	USA
Mocharound	74630332	02/06/1995	USA
The Coffee Lover's Supreme Chocolate Bar	74375629	04/05/1993	USA
Espresso	74478667	1/12/1994	USA
Zozzo	74616423	12/29/1994	USA
Chocolati	109919	03/19/2004	USA
Triangle Box Design	109919		USA

NY375575.2
66666666666
03/25/2005 jp

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

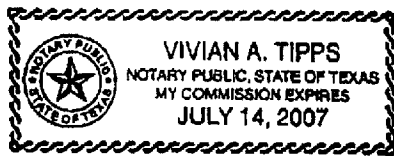
PATENTS AND PATENT APPLICATIONS

None

NY375575.2
66666666666
03/25/2005 jp

STATE OF TEXAS)
COUNTY OF HARRIS) ss.:

On this 28TH day of March, 2005 before me personally came ROBERT
WESOLEK who, being by me duly sworn, did state as follows: that ~~he~~ is
VP / CFO of DEBAS CHOCOLATE, INC. that ~~he~~ is authorized to execute the
foregoing Grant on behalf of said corporation and that ~~he~~ did so by authority of the [Board of
Directors] of said corporation.



Vivian A. Tipps
Notary Public

NY375575.2
666666666666
03/25/2005 jp