TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sherwood Brands, LLC		06/23/2006	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Lana, LLC
Street Address:	5800 Nicholson Lane, #1203
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	1511159	RUGER
Registration Number:	1511976	ELANA
Registration Number:	1620239	STRIPOPOPS
Registration Number:	1658707	DEMITASSE
Registration Number:	1766099	TIGER TAILS
Registration Number:	1771711	GOURMET CANES
Registration Number:	1975566	ASHER
Registration Number:	2135985	COWPOKES
Registration Number:	2145556	COWS
Registration Number:	2216344	
Registration Number:	2321982	TONGUE TATTOO
Registration Number:	2338732	COWS
Registration Number:	2351828	SHERWOOD COFFEE PERKS

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Registration Number:	2373487	TONGUE TATTOO
Registration Number:	2386158	FRUIT HILL
Registration Number:	2391946	GUMMI SKULLS
Registration Number:	2398709	RABBIT CHANGE
Registration Number:	2401735	FRUIT BURST
Registration Number:	2441208	SHERWOOD'S TOKENS OF LOVE
Registration Number:	2444418	SHERWOOD PIRATE'S GOLD
Registration Number:	2447293	SMILE POPS
Registration Number:	2453068	SHERWOOD
Registration Number:	2500045	TOKENS OF LOVE
Registration Number:	2508152	COOL CASH
Registration Number:	2564012	P.B. COWS
Registration Number:	2576078	THE GREAT EASTER EGG HUNT
Registration Number:	2588952	CONVERSATION POPS!
Registration Number:	2602558	HOLIDAY GIFTS
Registration Number:	2604739	
Registration Number:	2604740	
Registration Number:	2604741	
Registration Number:	2619159	CARDS & POPS
Registration Number:	2621269	SECRET NOTES
Registration Number:	2626542	BIG CURL
Registration Number:	2648180	LITTLE PRINCESS
Registration Number:	2649258	STAMP PAD PALS
Registration Number:	2649259	BENDY BUDDIES
Registration Number:	2659318	RUGER
Registration Number:	2659319	" THE REWARD"
Registration Number:	2666396	ELANA
Registration Number:	2681459	EGG STREME
Registration Number:	2688372	KASTIN'S
Registration Number:	2698652	SPOOKY EYES
Registration Number:	2705381	PUMPKINHEADS
Registration Number:	2764939	EGG-STREME
Registration Number:	2765756	GUMMY WORKSHOP
Registration Number:	2765757	JELLY MUMMY MIX
Registration Number:	2771852	WITCH'S BREW

Registration Number:	2773741	BLOOD BALLS
Registration Number:	2780735	THE ONE AND ONLY GUMMY CANDY CORN
Registration Number:	2787287	STUFFED
Registration Number:	2859203	TONGUE TATTOO SPACE ALIEN SUCKERS BY SHERWOOD BRANDS
Registration Number:	2860754	14 CARROT
Registration Number:	2921508	NORTH POLE
Registration Number:	3018899	12 CARROT
Registration Number:	3024943	18 CARROT
Registration Number:	3064680	24 CARROT
Registration Number:	3074538	ROCK HEADS
Registration Number:	3095948	FOOD FIGHT
Serial Number:	78348306	THE NORTH POLE
Serial Number:	78414753	ASHER WANDERFULS
Serial Number:	78414755	ASHER WANDERFULS THE CANDY WAND WITH A TWIST
Serial Number:	78506773	COWS
Serial Number:	78663537	ANIMAL LICKS
Serial Number:	78825227	SCREAM POPS
Serial Number:	78825258	BRAINIAX
Serial Number:	78904748	BUBBLEGRAM

CORRESPONDENCE DATA

Fax Number: (401)453-6411

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 401-453-6400

Email: rzimmerman@crfllp.com

Correspondent Name: Richard D. Zimmerman

Address Line 1: One Park Row, Suite 300

Address Line 4: Providence, RHODE ISLAND 02903

NAME OF SUBMITTER:	Richard D. Zimmerman
Signature:	/Richard D. Zimmerman/
Date:	07/25/2006

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

To Secure Payment of a certain Promissory Note, dated as of the June 23, 2006, made by SHERWOOD BRANDS, INC., a North Carolina corporation ("Borrower), in the original principal amount of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) (the "Promissory Note"), and as a material inducement to Creditor to extend credit to Borrower and in connection with a Guarantee Agreement entered as of the date hereof for the benefit of Creditor, **SHERWOOD BRANDS, LLC**, a Maryland limited liability company (the "Guarantor") hereby grants to **LANA, LLC,** a Maryland limited liability company ("Creditor"), a security interest in all of Guarantor's intellectual property, now owned or hereafter acquired, ("Collateral") including, but not limited to, the intellectual property listed on Exhibit A attached hereto and incorporated by reference herein.

1. The security interest granted hereby shall remain effective until full payment, satisfaction and discharge of the Promissory Note.

2. The Guarantor shall not sell, exchange, lease or otherwise dispose of the Collateral, except in the ordinary course of business, nor permit any lien or security interest therein which may have priority over Creditor's security interest, without the prior written consent of Creditor, which consent, if not given or denied in writing within fifteen (15) days after written request therefor, shall be deemed given.

3. The Guarantor agrees that it will defend all claims and demands of all third parties at any time claiming an interest in the Collateral.

4. At the request of Creditor, the Guarantor will join with Creditor in executing one or more U.C.C.-1 or equivalent financing statements pursuant to the Maryland Uniform Commercial Code in form satisfactory to Creditor; provided that Creditor shall bear all costs associated with the preparation and filing of such financing statements.

5. The Guarantor shall be in default under this Agreement upon the occurrence of any of the following:

(a) Default of the Borrower under the Promissory Note;

(b) Failure of the Guarantor to keep, preserve or perform any provision of this Agreement;

(c) If the Guarantor becomes insolvent, as defined in §2-301 of the Corporations and Associations Article of the Annotated Code of Maryland;

(d) If the Guarantor is unable to pay its debts as they mature, or becomes insolvent, or makes an assignment for the benefit of his creditors, or files a voluntary petition for bankruptcy, or enters into a composition arrangement or similar plan with its creditors, or applies for or consents to the appointment of a receiver or trustee of all or part of its property, or shall file an answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed pursuant to the bankruptcy laws of the United States or any amendments thereto; or

(e) There is entered against the Guarantor a judgment, levy or lien of material nature, or a writ or warrant of attachment, execution, garnishment, distraint, possession, or any similar process of a material nature shall be issued by any court against all or a part of the property of the Guarantor which is not satisfied or removed within thirty (30) days immediately following the entering of final judgment with respect thereto (i.e. not subject to further appeal).

6. In addition to all the rights and remedies of a secured party upon default set forth in the Maryland Uniform Commercial Code, Creditor may require the Guarantor to assemble the Collateral and make it available at a designated reasonably convenient location. Furthermore, upon failure by the Guarantor to perform any of the acts described in this Agreement, the Creditor is authorized and has the option to take possession of the Collateral in accordance with § 9-503 and/or § 9-505 of the Commercial Law Article of the Annotated Code of Maryland

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and/or to perform any of said acts described therein in any manner deemed commercially reasonable by the Creditor, without waiving any right to enforce this Agreement. The reasonable expenses paid by Creditor in respect of the custody, preservation, use or operation of the Collateral in its possession shall be deemed an advance to Guarantor by the Creditor, and shall bear interest at the rate of eighteen (18%) per annum, and shall be secured by this Agreement.

7. In the event of default, the Guarantor (a) grants to the Creditor the express power of sale to sell, at public auction, and to the highest bidder, any or all of the Collateral covered by this Agreement, in order to satisfy Guarantor's obligation to Creditor; (b) expressly consents to the Creditor initiating a foreclosure proceeding, in accordance with Subtitle W of the Maryland Rules, to enforce the Creditor's security interest in the Collateral covered by this Agreement, and (c) expressly waives the requirement that the Creditor post bond before selling the Collateral; (d) agrees to pay all expenses of the Creditor in enforcing any provision of this Agreement, including but not limited to, reasonable attorney fees and court costs; and (e) agrees that proceeds of any disposition of any of the Collateral may be applied by the Creditor to the payment of expenses in connection with the Collateral, including, but not limited to, reasonable attorney fees and legal expenses, and the balance of any such proceeds may be applied by the Creditor towards the payment of such of the obligations, and in such order of application, as the Creditor may from time to time elect.

8. Upon default, if the sale or other disposition of the Collateral fails to satisfy the obligations secured by this Agreement and the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including, but not limited to, reasonable attorney fees and court costs incurred by the Creditor in connection with this Agreement or the obligation it secures, the Guarantor shall remain liable for any deficiency.

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9. No party to this Agreement shall be discharged by any extension of time, additional advances and notes, renewals and extensions of any note, the taking of further security, the release of any security, the extinguishment of the security interest as to all or part of the Collateral, or any other act except the release or discharge of the security interest upon the full payment of the obligation secured by this Agreement, including, but not limited to, charges, expenses, fees, costs, and interest.

10. In addition to, and not in limitation of, the rights and remedies contained in this Security Agreement, the parties shall have the respective rights and remedies of a secured party and of a debtor as provided for in Subtitle 9 of the Commercial Law Article of the Annotated Code of Maryland.

11. If any of the terms, provisions, or conditions of this Agreement shall for any reason be found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such terms, provisions or conditions, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision, or condition, had not been contained herein.

12. Creditor shall not be deemed to have waived any of its rights under this or any other agreement or instrument signed by the Guarantor unless the waiver is in writing signed by Creditor. No delay in exercising its rights shall be a waiver nor shall a waiver on one occasion operate as a waiver of such on a future occasion.

13. Each demand, notice or other communication required or permitted hereunder shall be given by mail addressed to the party at the address set forth below or as changed in written notice to the other party, or by hand delivery upon the party:

<u>If to Creditor</u>: Ilana Frydman, Manager
LANA, LLC
5800 Nicholson Lane, #1203
Rockville, MD 20850

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If to Guarantor: SHERWOOD BRANDS, LLC
1803 Research Boulevard, Suite 201
Rockville, Maryland 20850

14. **THIS SECURITY AGREEMENT AND ALL OF THE RIGHTS AND REMEDIES OF THE CREDITOR HEREOF ARE SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF JUNE 3, 2005, BY AND BETWEEN LANA, LLC AND BRANCH BANKING AND TRUST COMPANY OF VIRGINIA, AS MODIFIED OR AMENDED FROM TIME TO TIME. THIS SECURITY AGREEMENT MAY NOT BE AMENDED OR MODIFIED IN ANY RESPECT WITHOUT THE PRIOR WRITTEN CONSENT OF BRANCH BANKING AND TRUST COMPANY OF VIRGINIA.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 17th day of July, 2006.

CREDITOR:

LANA, LLC

BY: _____
ILANA FRYDMAN, Member

THE GUARANTOR:

Sherwood Brands, LLC

By: _____
Name: Uziel Frydman
Title: Manager

TRADEMARK
REEL: 003355 FRAME: 0462

STATE OF MARYLAND]
] To Wit:
COUNTY OF Montgomery]

I HEREBY CERTIFY that on this 17th day of July 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ILANA FRYDMAN who acknowledged herself to be the MANAGER of LANA, LLC, a Maryland limited liability company, and that she, as such officer, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing her name on behalf of the company.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: 3/1/09

STATE OF MARYLAND]
] To Wit:
COUNTY OF Montgomery]

I HEREBY CERTIFY that on this 17th day of July 2006, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Uziel Frydman who acknowledged himself to be the Manager of SHERWOOD BRANDS, LLC, a Maryland limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing Agreement for the purposes therein contained, by signing his name on behalf of the company.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: 3/1/09

TRADEMARK
REEL: 003355 FRAME: 0463

EXHIBIT "A"
To Trademark Security Agreement
Sherwood Brands, LLC

MARKS REGISTERED

Mark	Registration No.
RUGER	1,511,159
ELANA	1,511,976
STRIPOPOPS	1,620,239
DEMITASSE	1,658,707
TIGER TAILS	1,766,099
GOURMET CANES	1,771,711
ASHER	1,975,566
COWPOKES	2,135,985
COWS W/DESIGN	2,145,556
SMILING FACE DESIGN	2,216,344
TONGUE TATTOO	2,321,982
COWS	2,338,732
SHERWOOD COFFEE PERKS	2,351,828
TONGUE TATTOO	2,373,487
FRUIT HILL	2,386,158
GUMMI SKULLS	2,391,946
RABBIT CHANGE	2,398,709
FRUIT BURST	2,401,735
SHERWOOD'S TOKENS OF LOVE	2,441,208
SHERWOOD'S PIRATES GOLD	2,444,418
SMILE POPS & DESIGN	2,447,293
SHERWOOD & DESIGN	2,453,068
TOKENS OF LOVE	2,500,045
COOL CASH	2,508,152
PB COWS	2,564,012
THE GREAT EASTER EGG HUNT	2,576,078
CONVERSATION POPS!	2,588,952
HOLIDAY GIFTS	2,602,558
DESIGN OF 5 CARROTS	2,604,739
DESIGN OF 3 CARROTS	2,604,740
DESGN OF 4 CARROTS	2,604,741
CARDS & POPS	2,619,159
SECRET NOTES	2,621,269
BIG CURL	2,626,542
LITTLE PRINCESS	2,648,180
STAMP PAD PALS	2,649,258

BENDY BUDDIES	2,649,259
RUGER	2,659,318
THE REWARD	2,659,319
ELANA	2,666,396
EGG STREME	2,681,459
KASTINS	2,688,372
SPOOKY EYES	2,698,652
PUMPKINHEADS	2,705,381
EGG-STREME	2,764,939
GUMMY WORKSHOP	2,765,756
JELLY MUMMY MIX	2,765,757
WITCH'S BREW	2,771,852
BLOOD BALLS	2,773,741
THE ONE AND ONLY GUMMY CANDY CORN	2,780,735
STUFFED	2,787,287
TONGUE TATTOO SPACE ALIEN SUCKERS	2,859,203
14 CARROT	2,860,754
NORTH POLE	2,921,508
12 CARROT	3,018,899
18 CARROT	3,024,943
24 CARROT	3,064,680
ROCK HEADS	3,074,538
FOOD FIGHT	3,095,948

MARKS WITH PENDING APPLICATIONS

Mark	Application No.
THE NORTH POLE	78/348,306
ASHER WANDERFULS	78/414,753
ASHER WANDERFULS THE CANDY WAND WITH A TWIST	78/414,755
COWS W/ DESIGN	78/506,773
ANIMAL LICKS	78/663,537
SCREAM POP	78/825,227
BRAINIAX W/ DESIGN	78/825,258
BUBBLEGRAM	78/904,748