

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maxfield Candy Company		05/05/2006	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	55 South Lake Avenue
Internal Address:	Suite 900
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1968200	ALL AMERICAN
Registration Number:	2780868	DECADENT CHOCOLATES
Registration Number:	2169362	MAXFIELD'S
Registration Number:	1470621	SQUARE HEART BOX
Registration Number:	1436377	MAXFIELD'S ALL AMERICAN SELECTED CHOCOLATES NET WT. 16 OZ. (1LB.)
Serial Number:	78761922	MINT SANDWICH
Serial Number:	78761927	FERNWOOD

CORRESPONDENCE DATA

Fax Number: (800)562-6504
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949 955 9585
 Email: ghughes@cbaclet.com
 Correspondent Name: Charles Baclet and Associates

OP \$190.00 1968200

Address Line 1: 2030 Main Street, Suite 1030
Address Line 2: Attn: Gabriel Hughes
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:

63156

NAME OF SUBMITTER:

Gabriel Hughes

Signature:

/grh/

Date:

07/31/2006

Total Attachments: 8

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**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Kencraft, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Utah</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bank of America, N.A., as Agent</u> Internal Address: _____ Street Address: <u>55 South Lake Avenue, Suite 900</u> City: <u>Pasadena</u> State: <u>California</u> Country: <u>USA</u> Zip: <u>91101</u></p> <p><input checked="" type="checkbox"/> Association Citizenship <u>United States</u> <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>May 5, 2006</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See item 4B</p> <p>B. Trademark Registration No.(s) 2,108,279 and see Schedule I</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Shape of Christmas Bear Candy Climbers and see Schedule 1</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Charles Baclet and Associates</u> Internal Address: <u>Attention: Gabriel Hughes</u> _____ Street Address: <u>2030 Main Street</u> <u>Suite 1030</u> City: <u>Irvine</u> State: <u>CA</u> Zip: <u>92614</u> Phone Number: <u>(800) 562-6439</u> Fax Number: <u>(949) 955-9590</u> Email Address: <u>ghughes@cbaclet.com</u></p>	<p>6. Total number of applications and registrations involved: 56</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>1415.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>6211</u> Expiration Date <u>01/07</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
<p>9. Signature: <u>Elena Preciado</u> <u>June 27, 2006</u> _____ Signature Date</p> <p style="text-align: center;">Elena Preciado Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 8</p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of May, 2006, between KENCRAFT, INC., a Utah corporation ("Grantor"), and BANK OF AMERICA, N.A., in its capacity as Agent for the Lenders (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Loan Agreement") among Grantor and each of its affiliates that are signatory thereto, as borrowers ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of the foregoing, whether as licensee or licensor;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any license agreement or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KENCRAFT, INC.

By: T. Kent Cheesebrough
Name: T. Kent Cheesebrough, Jr.
Title: VP and General Manager

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KENCRAFT, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: T Eggertson

Name: Todd Eggertson

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Shape of Christmas Bear Candy Climbers	Kencraft, Inc.	Registered	2,108,276	10/28/97
Shape of Monkey Lollipals	Kencraft, Inc.	Registered	2,119,390	12/09/97
Shape of Snowman Lollipals	Kencraft, Inc.	Registered	2,119,355	12/09/97
Alpine Confections	Kencraft, Inc.	Pending	76/362,977	01/24/02
Bride Bubblegum Buddy	Kencraft, Inc.	Registered	2,140,966	03/03/98
Bubblegum Buddies	Kencraft, Inc.	Registered	1,986,935	07/16/96
Candy Climbers	Kencraft, Inc.	Registered	1,980,925	06/18/96
Candy with Characters	Kencraft, Inc.	Registered	2,407,337	11/21/00
Chocopals	Kencraft, Inc.	Registered	2,263,793	07/20/99
Chummy Churns	Kencraft, Inc.	Registered	2,066,936	06/03/97
Decorate Your Cake and Eat It Too!	Kencraft, Inc.	Pending	76/610,648	09/02/04
Design Image	Kencraft, Inc.	Pending	76/219,143	09/02/04
Design Image	Kencraft, Inc.	Pending	78/219,090	02/26/03
Design Image	Kencraft, Inc.	Pending	78/219,134	02/26/03
Hippopotamus Bubblegum Candy	Kencraft, Inc.	Registered	2,117,703	12/02/97
Hug Me	Kencraft, Inc.	Registered	2,941,535	04/19/05
I Love You Lollipal	Kencraft, Inc.	Registered	2,119,358	12/09/97
Imagipops	Kencraft, Inc.	Registered	2,909,433	12/14/04
Jawbreaker Buddies	Kencraft, Inc.	Registered	2,269,911	08/10/99
Kencraft	Kencraft, Inc.	Registered	1,946,903	01/09/96
Kookie Kakes	Kencraft, Inc.	Registered	2,936,896	03/29/05
Kooky kones	Kencraft, Inc.	Registered	1,299,746	10/09/84
Lil' Lollies	Kencraft, Inc.	Pending	78/559,789	02/03/05
Lollipals	Kencraft, Inc.	Registered	1,272,045	03/27/84
Peppermint Place	Kencraft, Inc.	Registered	1,953,101	01/30/96
Petitcups	Kencraft, Inc.	Registered	1,299,747	10/09/84
Pic-A-Pop Rainbow - Tree and Design	Kencraft, Inc.	Registered	1,510,318	10/25/88
Puppet Pals	Kencraft, Inc.	Registered	2,138,768	02/24/98
Santa Claus	Kencraft, Inc.	Registered	2,117,672	12/02/97

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Bubblegum Buddy				
Shape of a Clown Fireman Candy Climber	Kencraft, Inc.	Registered	2,033,209	01/21/97
Shape of a Ghost Candy Climber	Kencraft, Inc.	Registered	2,161,729	06/02/98
Shape of a Monkey Candy Climber	Kencraft, Inc.	Registered	2,054,873	04/22/97
Shape of a Stocking Lollipop	Kencraft, Inc.	Registered	2,932,673	03/15/05
Shape of a Clown Bubblegum Buddy	Kencraft, Inc.	Registered	2,312,782	02/01/00
Shape of Dinosaur Lollipals	Kencraft, Inc.	Registered	2,119,359	12/09/97
Shape of Egg Lollipop	Kencraft, Inc.	Registered	2,899,320	11/02/04
Shape of Ghost Lollipop	Kencraft, Inc.	Registered	2,941,534	04/19/05
Shape of Little Girl Candy Climber	Kencraft, Inc.	Registered	2,054,948	04/22/97
Shape of Pumpkin Lollipop	Kencraft, Inc.	Registered	2,886,227	09/21/04
Shape of Santa Claus Candy Climber	Kencraft, Inc.	Registered	2,163,718	06/09/98
Shape of Santa Claus Lollipop	Kencraft, Inc.	Registered	2,171,062	07/07/98
Shape of Snowman Lollipop	Kencraft, Inc.	Registered	2,899,321	11/02/04
Shape of Sucker with Decorative Disk	Kencraft, Inc.	Registered	2,831,124	04/13/04
Shape of Tree Lollipop	Kencraft, Inc.	Registered	2,914,415	12/28/04
Shape of Witch Lollipals	Kencraft, Inc.	Registered	2,130,052	01/20/98
Sweet Greetings	Kencraft, Inc.	Pending	76/299,031	08/13/01
Taffytoons	Kencraft, Inc.	Registered	2,390,518	09/26/00
Teensy Weensy Candy Basket	Kencraft, Inc.	Registered	2,236,213	03/30/99
The Bubblegum Bunch	Kencraft, Inc.	Registered	2,493,568	09/25/01
Tiger Bubblegum Buddy	Kencraft, Inc.	Registered	2,310,151	01/25/00
Tiger Lollipals	Kencraft, Inc.	Registered	2,308,164	01/18/00

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<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Twistix	Kencraft, Inc.	Pending	78/206,592	01/23/03
Twistpop	Kencraft, Inc.	Registered	2,900,784	11/02/04
Vampire Bubblegum Buddy	Kencraft, Inc.	Registered	2,117,679	12/02/97
Design (Packaging)	Kencraft, Inc.	Registered	2,815,873	02/17/04
Design (Whale)	Kencraft, Inc.	Pending	78/219,139	02/26/03

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