

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Attachment previously recorded on Reel 003358 Frame 0883. Assignor(s) hereby confirms the Assign entire interest.

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

OP \$190.00 1968200

Correspondent Name: Charles Baclet and Associates
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:	08/15/2006

Total Attachments: 7

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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.

1. Name of conveying party(ies):

Maxfield Candy Company

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Utah
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Bank of America, N.A., as Agent

Internal

Address: _____

Street Address: 55 South Lake Avenue, Suite 900

City: Pasadena

State: California

Country: USA Zip: 91101

- Association Citizenship United States
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 5, 2006

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See item 4B

B. Trademark Registration No.(s)
1,968,200 and see Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
All American and see Schedule 1

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Charles Baclet and Associates

Internal Address: Attention: Gabriel Hughes

Street Address: 2030 Main Street
Suite 1030

City: Irvine

State: CA Zip: 92614

Phone Number: (800) 562-6439

Fax Number: (949) 955-9590

Email Address: ghughes@cbaclet.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 6211
Expiration Date 01/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elena Preciado
Signature

June 27, 2006

Date

Elena Preciado

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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 MAXFIELD CANDY COMPANY, 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.

MAXFIELD CANDY COMPANY

By: *Curtis Beesley*
Name: *Curtis Beesley*
Title: *VP / GENERAL MGR*

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.

MAXFIELD CANDY COMPANY

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>
All American	Maxfield Candy Company	Registered	1,968,200	04/16/96
Decadent Chocolates	Maxfield Candy Company	Registered	2,780,868	11/04/03
Maxfield's	Maxfield Candy Company, Inc.	Registered	2,169,362	06/30/98
Square Heart Box	Maxfield Candy Company	Registered	1,470,621	12/29/87
Square heart Box Design	Maxfield Candy Company	Registered	1,436,377	04/14/87
Mint Sandwich	Maxfield Candy Company	Pending	78/761,922	11/28/05
Fernwood	Maxfield Candy Company	Pending	78/761,927	11/28/05

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