

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Richardson Brands Company 6330 Manor Lane, Suite 2200 South Miami, FL 33143		01/19/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	LaSalle Business Credit, LLC
<b>Street Address:</b>	135 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2533906	RICHARDSON
Registration Number:	0238535	RICHARDSON'S
Serial Number:	76615185	RICHARDSON MINTS
Registration Number:	2286022	POP SHOTS
Registration Number:	0625957	BEECHIES
Registration Number:	2592052	NUMB DROPS
Registration Number:	2297014	MOOFUS
Registration Number:	1899086	TATTOO CHAMP
Registration Number:	2705207	OPTI-CAP
Registration Number:	1631795	BUBBLE CHAMP TATTOO
Registration Number:	1519067	BUBBLE CHAMP
Registration Number:	1516575	BUBBLE CHAMP
Registration Number:	2456425	CRANK POP

OP \$415.00 2533906

Registration Number:	1272999	RICHARDSON
Registration Number:	0253465	BEECHIES
Registration Number:	0382238	BEECH-NUT-QUALITY

**CORRESPONDENCE DATA**

Fax Number: (212)478-7400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-478-7434  
Email: mrinaldi@hahn Hessen.com  
Correspondent Name: Hahn & Hessen LLP  
Address Line 1: 488 Madison Avenue  
Address Line 2: 14th Floor  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Elizabeth Barrow, Esq.
Signature:	/Elizabeth Barrow, Esq./
Date:	02/05/2007

**Total Attachments: 6**  
source=Richardson Brands#page1.tif  
source=Richardson Brands#page2.tif  
source=Richardson Brands#page3.tif  
source=Richardson Brands#page4.tif  
source=Richardson Brands#page5.tif  
source=Richardson Brands#page6.tif

## TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Richardson Brands Company, a corporation formed under the laws of Florida, located at 6330 Manor Lane, Suite 2200, South Miami, Florida 33143 (“Brands”), Canajo Manufacturing Company, a corporation formed under the laws of Florida, located at 101 Erie Blvd, Canajoharie, New York, 13317 (“Canajo”), and Gravymaster, Inc., a corporation formed under the laws of Connecticut, located at 16 Business Park Drive, Branford, Connecticut 06405 (“Gravymaster”, and together with Brands and Canajo, each a “Grantor” and collectively, the “Grantors”) each have adopted, used and is using the marks shown under such Grantor’s name in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantors and certain other companies (collectively with Grantors, the “Company”) are obligated to LaSalle Business Credit, LLC (“Lender”) pursuant to (i) a certain Loan and Security Agreement, dated the date hereof between Lender and the Company and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantors in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

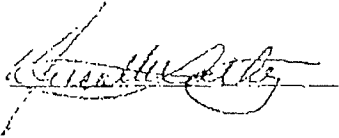
WHEREAS, pursuant to the Agreements, each Grantor is granting to Lender a security interest in such Grantor’s Marks, the goodwill of the business symbolized by such Grantor’s Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby assign unto Lender and grant to Lender a security interest in and to such Grantor’s Marks, together with the goodwill of the business symbolized by such Grantor’s Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

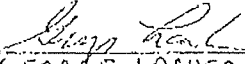
Each Grantor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
January 19<sup>th</sup>, 2007

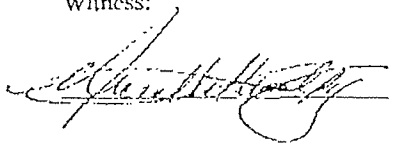
Witness:



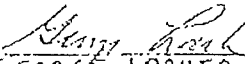
RICHARDSON BRANDS COMPANY

By:   
Name: GEORGE LASHER  
Its: VICE PRESIDENT AND SECRETARY

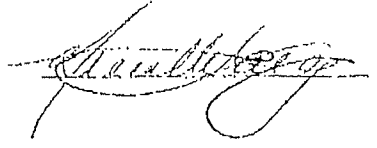
Witness:



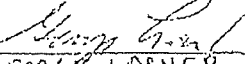
CANAJO MANUFACTURING COMPANY

By:   
Name: GEORGE LASHER  
Its: VICE PRESIDENT AND SECRETARY

Witness:



GRAVYMASTER, INC.

By:   
Name: GEORGE LASHER  
Its: TREASURER AND SECRETARY

Witness:

\_\_\_\_\_

LASALLE BUSINESS CREDIT, LLC

By: \_\_\_\_\_  
Name:  
Its:

Each Grantor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
January 19th, 2007

Witness: RICHARDSON BRANDS COMPANY

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Its:

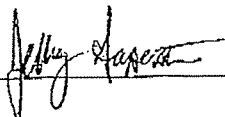
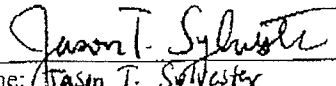
Witness: CANAJO MANUFACTURING COMPANY

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Its:

Witness: GRAVYMASTER, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Its:

Witness: LASALLE BUSINESS CREDIT, LLC

  
\_\_\_\_\_  
By:   
Name: Jason T. Sylvester  
Its: Vice President



*Pennsylvania*  
 STATE OF NEW YORK )  
*Philadelphia* : ss.:  
 COUNTY OF NEW YORK )

On this 19<sup>th</sup> day of January, 2007, before me personally came *Jason Sulvester* me known, who, being by me duly sworn, did depose and say that s/he is the *Vice President* of LaSalle Business Credit, LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

*Anne Gromball*  
 Notary Public

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 ANNE L. GROMBALL, Notary Public  
 City of Philadelphia, Phila. County  
 My Commission Expires October 30, 2010



Richardson Brands Company -Trademarks

- “Richardson” - Trademark Registration No. 2533906 and 1272999, filed with the USPTO.
- “Richardson’s” - Trademark Registration No. 238535, filed with the USPTO.
- “Richardson and Design” - Trademark Registration No. 2533906, filed with USPTO.
- “Richardson Mints” - Trademark Application No. 76/615185, pending with USPTO.
- “POP SHOTS” - Trademark Registration No. 2286022, filed with USPTO.
- “BEECHIES” for use on candy, other than hard roll candy, application pending with USPTO (obtained by assignment to Joyco USA Confectionary, Inc. (now know as Richardson Brands Company) of the Trademark License Agreement, dated as of June 30, 1988 between Nabisco Brands, Inc. and CONUSA Corporation, covering the trademark “BEECHIES (stylized)” with Registration No. 253465 (last renewed in 1969) and “BEECHIES (stylized and design)” with Registration No. 625957 (last renewed in 1976) except Beach Nut oval as shown in Registration Nos. 625957 and 382238.
- “NUMB DROPS” - Trademark Registration No. 2592052, filed with USPTO.
- “LUAU MIX” - Application pending with USPTO.
- MOOFUS - Trademark Registration No. 2297014, filed with USPTO.
- TATOO CHAMP - Trademark Registration No. 1899086, filed with USPTO.
- OPTI-CAP - Trademark Registration No. 2705207, filed with USPTO.
- BUBBLE CHAMP TATOO - Trademark Registration No. 1631795, filed with USPTO.
- BUBBLE CHAMP - Trademark Registration No. 1519067, filed with USPTO.
- BUBBLE CHAMP - Trademark Registration No. 1516575, filed with USPTO.
- CRANK POP - Trademark Registration No. 2456425, filed with USPTO.