

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Capital Finance Corporation	FORMERLY Congress Financial Corporation	12/16/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Farley's and Sathers Candy Company, Inc.
Street Address:	One Sather Plaza, P.O. Box 28
City:	Round Lake
State/Country:	MINNESOTA
Postal Code:	56167
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Serial Number:	73675879	AMAZIN' FRUIT
Serial Number:	73734016	
Serial Number:	73472498	
Serial Number:	74433524	BLACK RADBERRY
Serial Number:	74570077	CHAMPAGNE MIX
Serial Number:	75152179	CHEWY MIX
Serial Number:	73450724	
Serial Number:	75569096	COLOR.BUBBLES
Serial Number:	73236843	COLOR.BUBBLES
Serial Number:	74210722	COOL GRAPE
Serial Number:	73681697	DAE JULIE
Serial Number:	75270656	EGG-CELLENT BUBBLES
Serial Number:	73033910	FARLEY'S

CH \$2365.00 73675879

Serial Number:	75415314	FARLEY'S
Serial Number:	75414698	FARLEY'S
Serial Number:	73238813	FRUIT STRIPE
Serial Number:	73044458	FRUIT STRIPE ASSORTED GUM
Serial Number:	74425288	
Serial Number:	75746423	FRUIT STRIPE PHOTO SAFARI
Serial Number:	73054602	
Serial Number:	74391697	
Serial Number:	75140311	GUMMALLOS
Serial Number:	74513981	GUMMY BEARS & FRIENDS
Serial Number:	74531562	GUMMY BEARS & HEARTS
Serial Number:	74513738	GUMMY BEARS & SCARES!
Serial Number:	75614717	HARVEST MIX
Serial Number:	75518102	HEARTS & DARTS
Serial Number:	71312604	HEIDE
Serial Number:	71225186	HEIDE
Serial Number:	70032606	H H
Serial Number:	71016886	HH
Serial Number:	75604083	HIDE & SEEK EGGS
Serial Number:	75477520	HOLIDAY CREMES
Serial Number:	72162646	HOT DOG!
Serial Number:	75490075	INTENSE FRUIT CHEWS
Serial Number:	74563204	ITSY BITSY
Serial Number:	75477502	JELLY WREATHS
Serial Number:	74406461	JUJYFRUITS
Serial Number:	71516075	JUJYFRUITS
Serial Number:	74060494	JUJYFRUITS AND FRIENDS
Serial Number:	73751016	JUM-BLO
Serial Number:	75764754	LOTS' A POPS
Serial Number:	75960373	
Serial Number:	74334511	MIGHTY BITE
Serial Number:	73805272	NOW & LATER
Serial Number:	74133926	NOW AND LATER
Serial Number:	74560515	PEACH SMASH
Serial Number:	75402648	PEACHY PENGUINS

Serial Number:	75029256	RAD PACK
Serial Number:	74515623	RADBERRY
Serial Number:	72436367	RAIN-BLO
Serial Number:	71217344	RED HOT DOLLARS
Serial Number:	78047258	RED RASPBERRY DOLLARS
Serial Number:	73654855	SATHERS
Serial Number:	73729275	SATHERS
Serial Number:	72266394	SATHERS
Serial Number:	74450760	SONIC BOOM
Serial Number:	75014679	SONIC BOOM POPS
Serial Number:	75733182	SOUR DUDES
Serial Number:	72314414	SUPER BUBBLE
Serial Number:	71512545	SUPER BUBBLE
Serial Number:	71007181	THE BEST
Serial Number:	74061258	WUNDERBEANS
Serial Number:	74224492	YIPES
Serial Number:	74462897	YUMMY GUMMIES
Serial Number:	71079663	BOBS
Serial Number:	71662507	BOBS
Serial Number:	78531457	BOBS
Serial Number:	78531473	BOBS SWEET STRIPES BRAND
Serial Number:	75290196	BOBS SWEET STRIPES
Serial Number:	73060684	BUNTE
Serial Number:	72224914	BUNTE
Serial Number:	72238041	BUNTE CHOP STIX
Serial Number:	71490281	CHILDHOOD STICKS
Serial Number:	74107121	DESIGNER CANES
Serial Number:	73520635	EASY ACES
Serial Number:	75518009	GUMMI DUO HEARTS
Serial Number:	74437747	GUMMIJUJYS
Serial Number:	72064920	HUMMING BIRD EGGS
Serial Number:	71662701	JENNIE LEE
Serial Number:	75032015	LOUD TROUT
Serial Number:	72226409	NOTHING NIBBLES NICER
Serial Number:	71484664	PIPPIN

Serial Number:	73442897	REALLY NATURALS
Serial Number:	75514637	SANTA BUTTONS
Serial Number:	74395268	SCHOOL COLORS
Serial Number:	73613447	SHIMEREES
Serial Number:	73613731	SNIPPITS
Serial Number:	73479403	STICK-A-ROOS
Serial Number:	73825040	SWEET CHOICE
Serial Number:	72254112	TARTINES
Serial Number:	71699560	WETEM & WEAREM
Serial Number:	75477521	YULETIDE MIX
Serial Number:	74438352	FARLEY'S FRUIT SNACKS

CORRESPONDENCE DATA

Fax Number: (612)332-9081
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-332-5300
Email: kanderson@merchantgould.com
Correspondent Name: Andrew S. Ehard
Address Line 1: P.O. Box 2910
Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	15428.271USLA
NAME OF SUBMITTER:	Andrew S. Ehard
Signature:	/Andrew S. Ehard/
Date:	02/12/2007

Total Attachments: 21
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RELEASE AGREEMENT

December 16, 2005

Farley's & Sathers Candy Company, Inc.
 F&S Bob's Candies, Inc.
 Bobs Candies, Inc.
 The McCormack Company
 Collosal, L.L.C.
 Famous Candy, Ltd.
 c/o Catterton Partners
 7 Greenwich Office Park, Suite 200
 Greenwich, CT 06830

General Electric Capital Corporation
 299 Park Avenue
 New York City, N.Y. 10171
 Attention: Farley's and Sathers Account Officer

Ableco Finance LLC
 299 Park Avenue
 New York, New York 10171

Ladies and Gentlemen:

This letter agreement refers to the financing arrangements between Farley's & Sathers Candy Company, Inc. ("Farley's"), F&S Bob's Candies, Inc. ("F&S"), Bobs Candies, Inc. ("Bobs"), The McCormack Company ("TMC"), Collosal, L.L.C. ("Collosal"), Famous Candy, Ltd. ("Famous"); together with Farley's, F&S, Bobs, TMC and Collosal, the "Borrowers", Wachovia Capital Finance Corporation (New England), formerly known as Congress Financial Corporation (New England) (in its capacity as agent, "Agent" and in its capacity as a Lender, "Wachovia"), as agent for itself, Ableco Finance LLC ("Ableco"), PNC Bank, National Association ("PNC"), General Electric Capital Corporation ("GE"), A4 Funding LP ("A4") and A3 Funding LP ("A3"; together with Wachovia, PNC, Ableco, A4 and GE, the "Lenders") and the Lenders as set forth in that certain Amended and Restated Loan and Security Agreement dated September 26, 2003, as amended ("Loan Agreement"; together with all related agreements, documents and instruments, including without limitation the Guarantee (hereinafter defined), collectively, the "Agreements") pursuant to which Agent and Lenders have made loans and advances and provided other financial accommodations to Borrowers (collectively, the "Loans"). Sather Trucking Company ("Obligor") guaranteed the Borrowers' obligations to Agent and Lenders under the Loan Agreement and the other Agreements pursuant to that certain Amended and Restated Guarantee dated as of September 26, 2003 (as amended, the "Guarantee").

Concurrently herewith, Borrowers are entering into financing arrangements with General Electric Capital Corporation ("Refinancing Lender") and Ableco Finance, LLC and utilizing a portion of the initial loans provided by Refinancing Lender and Ableco Finance, LLC to Farleys to repay all of the Loans and related indebtedness owed by Borrowers to Agent and Lenders except for the Outstanding Letter of Credit Accommodations (hereinafter defined).

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agree as follows:

1. Repayment.

(a) Borrowers shall pay or cause to be repaid to Agent and Lenders, at Borrowers' cost and expense, by 6:00 pm on the date hereof by federal funds wire transfer, the amount of \$114,897,033.27 provided that per diem interest, in the amount of \$33,394.51, shall be charged on such amount if any of the conditions precedent set forth in Section 6 hereof are not satisfied by 3:00 p.m. on the date hereof (such amount plus such per diem interest, if applicable, "Payoff Amount") sent to:

Wachovia Bank, National Association
ABA No. 053000219
For credit to
Wachovia Capital Finance Corporation (New England)
Account No. 5000000030305
RE: Farley's & Sathers Candy Company, Inc.

The Payoff Amount shall be applied to the outstanding Loans and other Obligations as follows:

- (i) \$8,176,373 on account of Revolving Loans owed to Wachovia;
- (ii) \$5,899,383.42 on account of Revolving Loans owed to PNC;
- (iii) \$5,827,648.12 on account of the Term Loan A-1 owed to Wachovia;
- (iv) \$3,885,098.75 on account of the Term Loan A-1 owed to PNC;
- (v) \$22,663,076.02 on account of the Term Loan A-2 owed to GE;
- (vi) \$25,000,000 on account of the Term Loan B owed to Ableco and its affiliate assigns;
- (vii) \$40,000,000 on account of the Term Loan C owed to Ableco and its affiliate assigns; and
- (viii) \$3,445,453.96 on account of legal fees, prepayment fees, accrued interest, other costs and expenses of Agent and Lenders.

(b) Borrowers and Obligor represent to Agent and Lenders that the following Letter of Credit and the Letter of Credit Accommodations arising thereunder (together with the interest, fees, commissions, expenses, bank charges and other amounts arising under or in connection therewith, the "Outstanding Letter of Credit Accommodations") are currently

outstanding under the Loan Agreement (after giving effect to the payment of the Payoff Amount); letter of credit no. SM420114P issued by Wachovia Bank National Association to Travelers Indemnity Company ("Beneficiary") in the amount of \$2,400,000, a copy of which is attached hereto at Exhibit A ("Wachovia Letter of Credit"). A portion of the Payoff Amount consists of certain cash collateral in the amount of \$2,640,000 to be held by Wachovia (the "Cash Collateral") to secure the Borrowers' obligations with respect to the Outstanding Letter of Credit Accommodations under the Wachovia Letter of Credit. Borrowers hereby grant to Agent for the benefit of itself and Wachovia a security interest in and right of set off against the Cash Collateral to secure the Borrowers' obligations with respect to the Outstanding Letter of Credit Accommodations and the Wachovia Letter of Credit. Agent is authorized, without any prior notice or demand, to debit and/or set off against the Cash Collateral to pay any amount due with respect to any of the Outstanding Letter of Credit Accommodations and/or the Wachovia Letter of Credit. Within thirty (30) days after all of the Outstanding Letter of Credit Accommodations are drawn upon in full and/or returned to Agent undrawn in full or part and cancelled, Agent shall remit, at Borrowers' expense, to the bank account specified by Borrowers the remaining Cash Collateral then held with respect to the Outstanding Letter of Credit Accommodations less the amount of the Wachovia Letters of Credit drawn upon and the Outstanding Letter of Credit Accommodations arising and payable under or in connection therewith.

2. Releases.

(a) Subject to the terms and conditions contained herein (including, without limitation, satisfaction of the conditions precedent set forth in Section 6 hereof), (i) the financing arrangements relating to the Loans as between Borrowers, Agent and Lenders pursuant to the Loan Agreement, the Financing Agreements and other Agreements are hereby terminated, cancelled and of no further force and effect (other than the provisions set forth in the Loan Agreement and the other Agreements relating to Letter of Credit Accommodations (solely with respect to the Wachovia Letter of Credit and the Outstanding Letter of Credit Accommodations and the rights, interests and obligations of Borrowers, Agent and Wachovia thereunder) and the provisions of the Loan Agreement, the Financing Agreements and the other Financing Agreements for the benefit of Agent and/or Lenders which, by their terms, survive the ~~termination or cancellation of the Loan Agreement, the Financing Agreements and the other~~ Agreements, which shall each remain in full force and effect) and Agent and Lenders shall have no further obligation to make any Loans, issue or arrange any Letter of Credit Accommodations or have any other obligations, duties or responsibilities in connection with the Loan Agreement and any other Agreements, (ii) all security interests and liens upon any and all properties and assets of Borrowers and Obligor (other than with respect to the Cash Collateral) heretofore granted by Borrowers and Obligor to Agent and Lenders pursuant to the Agreements are hereby released and terminated, (iii) the Guarantee is hereby released and terminated and (iv) all landlord waivers, control agreements and bailee letters (governing the Collateral) executed and/or delivered in connection with the Loan Agreement and the other Financing Agreements are hereby terminated. To avoid all doubt, Agent and Lenders acknowledge that all obligations of the Lenders (other than Wachovia) under the Wachovia Letter of Credit and the Outstanding Letter of Credit Obligations are hereby terminated and none of the Lenders other than Wachovia shall be entitled to any rights, interests or payments under the Wachovia Letter of Credit and the Outstanding Letter of Credit Obligations

(b) Upon satisfaction of the conditions precedent set forth in Section 6 hereof, Agent and Lenders (i) authorize the Borrowers and Refinancing Lender to file all necessary UCC termination statements, a copy of each of which is attached hereto at Exhibit B, at all applicable filing offices, to terminate the financing statements previously filed by Agent against Borrowers and Obligor ("UCC Terminations"), (ii) authorize the Borrowers and Refinancing Lender to file terminations and/or discharges under any Personal Property Security Act in effect in any province of Canada, a copy of each of which is attached hereto at Exhibit C, at all applicable filing offices to terminate all financing statements (relating to the Financing Agreements) previously filed by Agent and/or Lenders against Borrowers and Obligor under any Personal Property Security Act (collectively, the "PPSA Terminations"), (iii) shall deliver to Borrowers executed Certificates of Lien Release evidencing the release of Agent's liens from the Borrowers' certificates of title in Agent's possession and (iv) shall automatically and without further instruction remit on each banking day, at Borrowers' sole cost and expense, by federal funds wire transfer, only to the following account, all payments, checks and other similar items collected by Agent and/or Lenders (for the account of Borrowers) (less (A) any customary fees, charges and expenses incident thereto and (B) any amounts owed by Borrowers and/or Refinancing Lender to Agent and Lenders pursuant to Section 3 hereof) in excess of the Payoff Amount (including the per diem interest referenced in Section 6 hereof, if applicable):

ABA Routing Transit Number	091001322
Beneficiary Bank	United Bankers' Bank Minneapolis, Mn
Credit To	United Prairie Bank Round Lake, MN Account # 02501260 Barbara Bosma
To Further Credit	Farley's and Sathers Candy Company, Inc. Account #290909 Contacts: Jolene S. Thomsen/Accounting Dept

Promptly upon request of Refinancing Lender or Borrowers after the date hereof, Agent shall deliver to Borrowers' title insurance company the Satisfaction or Discharge of Mortgages, Deeds of Trust and Collateral Assignments of Leases and Rents, in recordable form and in form and substance satisfactory to Agent (collectively, the "Discharges"), to discharge the Mortgages previously recorded by Agent against Borrowers.

(c) Borrowers and Obligor each hereby release, discharge and acquit Agent, Lenders, and Agent's and Lenders' respective parents, subsidiaries, affiliates, officers, directors, agents, attorneys and employees and their respective successors and assigns, from all obligations to Borrowers and Obligor (and their respective successors and assigns) under the Agreements or otherwise and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that Borrowers and/or Obligor at any time had or has, or that its and their successors and assigns hereafter can or may have against Agent,

Lenders or Agent's and/or Lenders' parent, subsidiary, affiliates, officers, directors, agents, attorneys or employees and its and their respective successors and assigns in connection with the Agreements.

3. Indemnification for Returned Items and Related Expenses.

(a) Borrowers agree to indemnify Agent and Lenders from any and all loss, cost, damage or expense (including attorneys' fees) which Agent and/or Lenders may suffer or incur at any time as a result of any non-payment, claim, refund, or dishonor of any checks or other similar items which have been credited by Agent and Lenders to the account of Borrowers with Agent and Lenders, together with any expenses or other charges incident thereto and in addition, Borrowers agree to pay Agent and Lenders upon demand all costs and expenses (including attorney's fees) incurred in connection with this letter agreement, and any instruments or documents contemplated hereunder.

(b) In addition, and not in limitation of the rights to indemnification in Agent's and Lenders' favor provided for in Section 3(a) hereof from Borrowers, Refinancing Lender agrees to indemnify Agent and Lenders from, and hold Agent and Lenders harmless against, all loss, cost, damage or expense (including attorneys' fees) which Agent and Lenders may suffer or incur at any time as a result of any non-payment, claim, refund, or dishonor of any checks or other items which have been credited by Agent and/or Lenders to the account of Borrowers with Agent and/or Lenders in determining the Payoff Amount, together with any expenses or other charges incident thereto. The amount of any such loss, cost, damage or expense indemnified hereupon shall be paid to Agent and/or Lenders promptly by Refinancing Lender upon Agent's demand therefor, sent in writing at any time within sixty (60) days after the date hereof, and the amount of the demand shall be conclusive upon Refinancing Lender. Without limitation, it is understood that the obligation of Refinancing Lender to make such payments for the amounts indemnified hereupon shall not be conditioned upon any prior demand by Agent or Lenders upon any Borrower or Obligor.

(c) Borrowers hereby authorize the foregoing indemnification of Agent and Lenders by Refinancing Lender and agrees that Refinancing Lender may pay any and all amounts demanded by Agent pursuant to the foregoing indemnification and Refinancing Lender may treat such amounts as advances to Farleys and charge the amounts to any account of Farleys with Refinancing Lender, all without inquiry as to whether such amounts are actually due and owing to Agent and Lenders and without regard to any dispute or claim that any Borrower may have or assert against Agent and/or Lenders and/or other parties.

4. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Agent and Lenders reserve all of their rights in and to any checks or similar instruments for payment of money heretofore received by Agent and/or Lenders in connection with its arrangements with Borrowers, and all of their rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

5. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Agent and/or Lenders from or

for the account of Borrowers and/or Obligor is avoided, rescinded, set aside or must otherwise be returned or repaid by Agent and/or Lenders whether in any bankruptcy, reorganization, insolvency or similar proceeding involving any Borrower, Obligor or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrowers and Obligor. In such event, Borrowers and Obligor shall be and remain liable to Agent and Lenders for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent and/or Lenders.

6. Conditions Precedent. The effectiveness of the releases and terminations contained in Section 2(a) above and Agent's and Lenders' authorization to Borrowers and Refinancing Lender to file any UCC Terminations, PPSA Terminations, or other release documents delivered in connection herewith, and Agent's obligation to deliver the Discharges to the Borrowers' title insurance company, each, is subject to and conditioned upon the prior receipt by Agent of (a) the Payoff Amount and (b) an original of this letter duly executed by the parties hereto (or facsimile copy with an original to be delivered to Agent by overnight courier). If any of the conditions precedent set forth in this Section are not satisfied by 6:00 p.m. Boston, Massachusetts time on the date hereof, this Release Agreement shall be deemed to be null and void ab initio.

7. Further Assurances. At the request of Borrowers, at Borrowers' expense, Agent and Lenders agree to execute and deliver additional termination statements and such other and further documents and instruments reasonably acceptable to Agent, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby.

8. JURY WAIVER. BORROWERS, OBLIGOR, AGENT, LENDERS, AND REFINANCING LENDER, EACH, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR THE TRANSACTION RELATED HERETO NOW EXISTING OR HEREAFTER ARISING, AND WHETHER A CONTRACT, TORT, EQUITY OR OTHERWISE AND BORROWERS, OBLIGOR, AGENT, LENDERS AND REFINANCING LENDER, EACH, AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION SHALL BE HEARD BY A COURT SITTING WITHOUT A JURY.

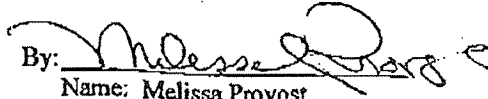
9. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW).

[Remainder of Page Intentionally Left Blank]

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

Very truly yours,

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), as Agent

By: 
Name: Melissa Provost
Title: Vice President

[Signature Page 1 to Release Agreement]

ACKNOWLEDGED AND AGREED:

BORROWERS:

FARLEY'S & SATHERS CANDY COMPANY, INC.

By: [Signature]
Name: Donald C. Stannard
Title: CFO

BOBS CANDIES, INC.

By: [Signature]
Name: Donald C. Stannard
Title: V.P.

F&S BOB'S CANDIES, INC.

By: [Signature]
Name: Donald C. Stannard
Title: V.P.

THE MCCORMACK COMPANY

By: [Signature]
Name: Donald C. Stannard
Title: V.P.

COLLOSAL, L.L.C.

By: [Signature]
Name: Donald C. Stannard
Title: V.P.

(Signature Page 2 to Release Agreement)

FAMOUS CANDY, LTD.

By: [Signature]
Name: Donald C. Stanners
Title: V.P.

OBLIGOR:

SATHER TRUCKING COMPANY

By: [Signature]
Name: Donald C. Stanners
Title: Sec.

(Signature Page 3 to Release Agreement)

LENDERS:

WACHOVIA CAPITAL FINANCE CORPORATION
(NEW ENGLAND), as Agent and Lender

By: *Melissa A. Prout*
Name: Melissa A Prout
Title: Vice President

ABLECO FINANCE LLC, as Lender on behalf
of itself and its affiliate assigns, including without limitation
A3 Funding LP and A4 Funding LP

By: _____
Name: _____
Title: _____

[Signature Page 4 to Release Agreement]

LENDERS:

WACHOVIA CAPITAL FINANCE CORPORATION
(NEW ENGLAND), as Agent and Lender

By: _____
Name: _____
Title: _____

ABLECO FINANCE LLC, as Lender on behalf
of itself and its affiliate assigns, including without limitation
A3 Funding LP and A4 Funding LP

By: _____
Name: KEVIN GENDA
Title: SVP

[Signature Page 4 to Release Agreement]

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PNC BANK, N.A., as Lender

By: *Brian Conway*
Name: Brian Conway
Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

REFINANCING LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page 5 to Release Agreement]

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PNC BANK, N.A., as Lender

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: *Susan Timmerman*
Name: Susan Timmerman
Title: Duly Authorized Signatory

REFINANCING LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page 5 to Release Agreement]

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PNC BANK, N.A., as Lender

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____






REFINANCING LENDER:








GENERAL ELECTRIC CAPITAL CORPORATION





By: *Susan Steub*
Name: Susan Steub
Title: Duty Authorized Signatory

[Signature Page 5 to Release Agreement]

Release of Collateral Assignments to Congress Financial




Trademark	Serial Number	Registr. Number	Jurisdiction	Owner
AMAZIN' FRUIT	73675879	1493380	USA	Farley's & Sathers Candy Company, Inc.
Bear (1) (Design Only) 	73734016	1522816	USA	Farley's & Sathers Candy Company, Inc.
Bear (2) (Design Only) 	73472498	1316007	USA	Farley's & Sathers Candy Company, Inc.
BLACK RADBERRY	74433524	1883077	USA	Farley's & Sathers Candy Company, Inc.
CHAMPAGNE MIX	74570077	1918231	USA	Farley's & Sathers Candy Company, Inc.
CHEWY MIX	75152179	2154355	USA	Farley's & Sathers Candy Company, Inc.
CLOWN (Design Only) 	73450724	1300843	USA	Farley's & Sathers Candy Company, Inc.
COLOR. BUBBLES	75569096	2399062	USA	Farley's & Sathers Candy Company, Inc.
COLOR BUBBLES and Design 	73236843	1242236	USA	Farley's & Sathers Candy Company, Inc.
COOL GRAPE	74210722	1720539	USA	Farley's & Sathers Candy Company, Inc.
DAE JULIE	73681697	1488734	USA	Farley's & Sathers Candy Company, Inc.
EGGCELLENT BUBBLES	75270656	2248139	USA	Farley's & Sathers Candy Company, Inc.
FARLEY'S	73033910	1044334	USA	Farley's & Sathers Candy Company, Inc.
FARLEY'S (Stylized) 	75415314	2220492	USA	Farley's & Sathers Candy Company, Inc.

Trademark	Serial Number	Registr. Number	Jurisdiction	Owner
FARLEY'S (Stylized) 	75414698	2255145	USA	Farley's & Sathers Candy Company, Inc.
FRUIT STRIPE	73238813	1184034	USA	Farley's & Sathers Candy Company, Inc.
FRUIT STRIPE ASSORTED GUM and Design 	73044458	1029501	USA	Farley's & Sathers Candy Company, Inc.
Fruit Stripe Gum Stripe Design 	74425288	1843096	USA	Farley's & Sathers Candy Company, Inc.
FRUIT STRIPE PHOTO SAFARI	75746423	2338757	USA	Farley's & Sathers Candy Company, Inc.
Fruit Stripe Zebra Design (1 of 2) 	73054602	1031639	USA	Farley's & Sathers Candy Company, Inc.
Fruit Stripe Zebra Design (2 of 2) 	74391697	1840725	USA	Farley's & Sathers Candy Company, Inc.
GUMMALLOS	75140311	2127831	USA	Farley's & Sathers Candy Company, Inc.
GUMMY BEARS & FRIENDS	74513981	1896376	USA	Farley's & Sathers Candy Company, Inc.
GUMMY BEARS & HEARTS (stylized) 	74531562	1997667	USA	Farley's & Sathers Candy Company, Inc.
GUMMY BEARS & SCARES!	74513738	1977189	USA	Farley's & Sathers Candy Company, Inc.
HARVEST MIX	75614717	2292903	USA	Farley's & Sathers Candy Company, Inc.
HEARTS & DARTS	75518102	239355	USA	Farley's & Sathers Candy Company, Inc.
HEIDE and Design 	71312604	293766	USA	Farley's & Sathers Candy Company, Inc.

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HEIDE'S	71225186	243976	USA	Farley's & Sathers Candy Company, Inc.
HH and Design 	70032606	0032606	USA	Farley's & Sathers Candy Company, Inc.
HH and Design 	71016886	58790	USA	Farley's & Sathers Candy Company, Inc.
HIDE & SEEK EGGS	75604083	2292855	USA	Farley's & Sathers Candy Company, Inc.
HOLIDAY CREMES	75477520	2232362	USA	Farley's & Sathers Candy Company, Inc.
HOT DOG!	72162646	786497	USA	Farley's & Sathers Candy Company, Inc.
INTENSE FRUIT CHEWS	75490075	2339223	USA	Farley's & Sathers Candy Company, Inc.
ITSY BITSY	74563204	1967803	USA	Farley's & Sathers Candy Company, Inc.
JELLY WREATHS	75477502	2292281	USA	Farley's & Sathers Candy Company, Inc.
JUJYFRUITS	74406461	1826529	USA	Farley's & Sathers Candy Company, Inc.
JUJYFRUITS (Stylized) 	71516075	0435900	USA	Farley's & Sathers Candy Company, Inc.
JUJYFRUITS AND FRIENDS	74060494	1979046	USA	Farley's & Sathers Candy Company, Inc.
JUM-BLO	73751016	1541777	USA	Farley's & Sathers Candy Company, Inc.
LOTS' A POPS	75764754	2429414	USA	Farley's & Sathers Candy Company, Inc.
Marlin Character 	75960373	2431597	USA	Farley's & Sathers Candy Company, Inc.
MIGHTY BITE	74334511	1997772	USA	Farley's & Sathers Candy Company, Inc.
NOW & LATER	73805272	1580360	USA	Farley's & Sathers Candy Company, Inc.

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NOW AND LATER	74133926	1674426	USA	Farley's & Sathers Candy Company, Inc.
PEACH SMASH	74560515	2048110	USA	Farley's & Sathers Candy Company, Inc.
PEACHY PENGUINS	75402648	2219813	USA	Farley's & Sathers Candy Company, Inc.
RAD PACK	75029256	2089885	USA	Farley's & Sathers Candy Company, Inc.
RADBERRY	74515623	1911624	USA	Farley's & Sathers Candy Company, Inc.
RAIN-BLO	72436367	0968775	USA	Farley's & Sathers Candy Company, Inc.
RED HOT DOLLARS	71217344	0220367	USA	Farley's & Sathers Candy Company, Inc.
RED RASPBERRY DOLLARS	78047258	2664623	USA	Farley's & Sathers Candy Company, Inc.
SATHERS	73654855	1514739	USA	Farley's & Sathers Candy Company, Inc.
SATHERS	73729275	1522815	USA	Farley's & Sathers Candy Company, Inc.
SATHERS	72266394	846765	USA	Farley's & Sathers Candy Company, Inc.
SONIC BOOM	74450760	1874795	USA	Farley's & Sathers Candy Company, Inc.
SONIC BOOM POPS	75014679	2134852	USA	Farley's & Sathers Candy Company, Inc.
SOUR DUDES	75733182	2385294	USA	Farley's & Sathers Candy Company, Inc.
SUPER BUBBLE	72314414	882574	USA	Farley's & Sathers Candy Company, Inc.
SUPER BUBBLE (Stylized) SUPER BUBBLE	71512545	504862	USA	Farley's & Sathers Candy Company, Inc.
The Best and Design 	71007181	52350	USA	Farley's & Sathers Candy Company, Inc.

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WUNDER BEANS	74061258	1640701	USA	Farley's & Sathers Candy Company, Inc.
YIPES	74224492	1758561	USA	Farley's & Sathers Candy Company, Inc.
YUMMY GUMMIES	74462897	1861097	USA	Farley's & Sathers Candy Company, Inc.
BOBS (stylized) 	71079663	0104506	USA	Farley's & Sathers Candy Company, Inc.
BOBS (stylized) 	71662507	610000	USA	Farley's & Sathers Candy Company, Inc.
BOBS Design 	78531457	N/A	USA	Farley's & Sathers Candy Company, Inc.
BOBS SWEET STRIPES & Design 	78531473	N/A	USA	Farley's & Sathers Candy Company, Inc.
BOBS SWEET STRIPES & Design 	7590196	2196676	USA	Farley's & Sathers Candy Company, Inc.
BUNTE (stylized) 	73060684	1051428	USA	Farley's & Sathers Candy Company, Inc.
BUNTE & Design 	72224914	811444	USA	Farley's & Sathers Candy Company, Inc.
BUNTE CHOP STIX (Stylized) 	72238041	0829872	USA	Farley's & Sathers Candy Company, Inc.
CHILDHOOD STICKS (stylized) 	71490281	421211	USA	Farley's & Sathers Candy Company, Inc.
DESIGNER CANES	74107121	1662658	USA	Farley's & Sathers Candy Company, Inc.
EASY ACES	73520635	1388459	USA	Farley's & Sathers Candy Company, Inc.

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GUMMI DUO HEARTS	75518009	2530824	USA	Farley's & Sathers Candy Company, Inc.
GUMMIJUJYS	74437747	1840760	USA	Farley's & Sathers Candy Company, Inc.
HUMMINGBIRD EGGS	72064920	689201	USA	Farley's & Sathers Candy Company, Inc.
JENNIE LEE (stylized) 	71662701	609223	USA	Farley's & Sathers Candy Company, Inc.
LOUD TROUT	75032015	2072776	USA	Farley's & Sathers Candy Company, Inc.
NOTHING NIBLES NICER	72226409	818060	USA	Farley's & Sathers Candy Company, Inc.
PIPPIN (stylized) 	71484664	504892	USA	Farley's & Sathers Candy Company, Inc.
REALLY NATURALS (stylized) 	73442897	1342931	USA	Farley's & Sathers Candy Company, Inc.
SANTA BUTTONS	75514637	2232433	USA	Farley's & Sathers Candy Company, Inc.
SCHOOL COLORS	74395268	1943109	USA	Farley's & Sathers Candy Company, Inc.
SHIMEREES	73613447	1438665	USA	Farley's & Sathers Candy Company, Inc.
SNIPPETS	73613731	1436590	USA	Farley's & Sathers Candy Company, Inc.
STICK-A-ROOS	73479403	1346598	USA	Farley's & Sathers Candy Company, Inc.
SWEET CHOICE	73825040	1608414	USA	Farley's & Sathers Candy Company, Inc.
TARTINESS	72254112	847103	USA	Farley's & Sathers Candy Company, Inc.
WETEM & WEAREM	71699560	635303	USA	Farley's & Sathers Candy Company, Inc.

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YULETIDE MIX	75477521	2228919	USA	Farley's & Sathers Candy Company
FARLEY'S FRUIT SNACKS	74438352	1903690	USA	Farley's & Sathers Candy Company, Inc.