

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Statement Nunc Pro Tunc of Trademark Ownership		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premiere Candy Company		09/26/2007	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1665160	PREMIERE	
Registration Number:	2214736	SNAPPERS	
Serial Number:	78323555	CORDIAL CHERRY EGGS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1403.510		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$90.00 1665160

Signature:	/njb/
Date:	10/03/2007
Total Attachments: 4 source=Premiere Candy Company#page1.tif source=Premiere Candy Company#page2.tif source=Premiere Candy Company#page3.tif source=Premiere Candy Company#page4.tif	

STATEMENT NUNC PRO TUNC OF TRADEMARK OWNERSHIP

WHEREAS, LaSalle Bank National Association, as secured lender ("Lender") and Premiere Candy Company ("Borrower") entered into that certain Loan and Security Agreement, dated as of October 25, 2004 (as amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, Borrower defaulted on its obligations to Lender under the Loan Agreement;

WHEREAS, the claims against Borrower were secured by a security interest in certain collateral in which a security interest may be perfected under Article 9 of the Uniform Commercial Code;

WHEREAS, Lender conducted a public sale of Borrower's assets pursuant to section 9-610 of the Uniform Commercial Code on April 20, 2007, including Borrower's general intangibles (the "General Intangibles");

WHEREAS, Lender purchased the General Intangibles by means of a credit bid, as evidenced by that certain Secured Party Bill of Transfer dated April 20, 2007 (the "Bill of Transfer") and attached hereto as Exhibit A; and

WHEREAS, by virtue of the public sale and the Bill of Transfer, Lender purchased all right, title and interest of Borrower in, under and to the General Intangibles, which include the trademarks listed on an exhibit to the Bill of Transfer (collectively, the "Trademarks") and the goodwill of the business identified by the Trademarks;

NOW, THEREFORE, in view of the above recited facts, Lender does hereby *nunc pro tunc* to April 20, 2007, state that it is the owner of all right, title and interest of Borrower in, under and to the Trademarks.

IN WITNESS WHEREOF, Lender has caused this Statement *Nunc Pro Tunc* of Trademark Ownership to be executed by its duly authorized representative on the date set forth below.

LENDER:

LaSalle Bank National Association

By: 

Name: Richard D. Swedden

Title: First Vice President

Date: September 24, 2007

On this 26th day of September, 2007, before me, a Notary Public, appeared Richard Smedley, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal:

Cheer L. Lyons
Notary Public

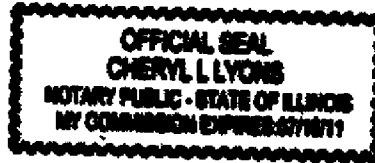


EXHIBIT A

SECURED PARTY BILL OF TRANSFER

This Secured Party Bill of Transfer ("Bill of Transfer"), dated as of April 20, 2007, is delivered in connection with the disposition, pursuant to the Uniform Commercial Code as enacted in Indiana and any other applicable jurisdictions, to LaSalle Bank National Association ("Buyer") of all Assets of Premiere Candy Company ("Borrower") consisting of general intangibles, including those Assets listed on Exhibit I hereto. Such Assets constitute "Collateral" as defined in and pursuant to that certain Loan and Security Agreement, dated as of October 25, 2004, by and between Borrower and LaSalle Bank National Association as secured creditor ("Seller").

In consideration of Buyer's payment to Seller in the amount of \$10,000 credit bid in immediately available funds by wire transfer and other valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, Seller does hereby irrevocably sell, assign, grant, convey, and transfer to Buyer, free and clear of all liens and security interests of Seller, as a discharge of Seller's security interest and any other subordinate security interest or other subordinate liens, all right, title, and interest of Borrower and Seller in, under and to the Assets.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, ALL ASSETS ARE BEING TRANSFERRED TO BUYER IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. SELLER MAKES NO WARRANTIES WITH RESPECT TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY OR THE LIKE. BY ACCEPTANCE OF THIS BILL OF TRANSFER, BUYER REPRESENTS AND WARRANTS THAT IT HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH ALL OR ANY PORTION OF THE ASSETS FOR ANY PARTICULAR PURPOSE, THAT SELLER IS NOT A MANUFACTURER, DEALER OR MERCHANT IN THE ASSETS, THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ASSETS, EXPRESSED, IMPLIED OR STATUTORY, AND THAT THIS BILL OF TRANSFER AND THE TRANSACTIONS CONTEMPLATED HEREBY ARE WITHOUT RECOURSE TO SELLER, EXCEPT AS EXPRESSLY SET FORTH ABOVE.

This Bill of Transfer shall be governed by the laws of the State of Indiana (without giving effect to the principles of conflicts of law thereof).

LASALLE BANK NATIONAL ASSOCIATION

By [Signature]
Its Group Senior V.P.

ACKNOWLEDGED:

LaSalle Bank National Association

By [Signature]
Its Group Senior V.P.

Exhibit 1

Assets

Trademark Registrations

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Premiere	73-667646/1665160	11/19/91
Snappers	75-431127/2214736	12/29/98

Trademark Applications

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>
Cordial Cherry Eggs	78-323555