

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farley's & Sathers Candy Company, Inc.		11/06/2007	CORPORATION: DELAWARE
Schuler Chocolates, Incorporated		11/06/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Serial Number:	74314964	ABRA CABUBBLE
Serial Number:	75406515	FBF
Serial Number:	78211279	BRACH'S
Serial Number:	72352556	BRACH'S
Serial Number:	74344140	BRACH'S
Serial Number:	71548476	BRACH'S KENTUCKY MINTS
Serial Number:	76452590	BRACH'S KIDS' TREATS
Serial Number:	75194168	BRACH'S MALTS
Serial Number:	72115659	BRACH'S PICK-A-MIX
Serial Number:	75021003	BRACH'S SPRINKLES
Serial Number:	71500458	BRACH'S
Serial Number:	78232821	BUBBLE CHUNK
Serial Number:	76239604	BUNNY BASKET EGGS

CH \$1640.00 74314964

Serial Number:	78815623	CANDY CORN CRUNCH MIX
Serial Number:	76239603	CHICKS & RABBITS
Serial Number:	75156845	CHOCOLATE SELECTIONS
Serial Number:	74317223	DEM BONES
Serial Number:	75626338	FAST SNACKERS
Serial Number:	71245539	FLAVOUR
Serial Number:	75822624	FRESH-FLO
Serial Number:	73780265	FRUIT BUNCH
Serial Number:	76404661	FRUIT RIPPERS
Serial Number:	74479890	FRUTIOS
Serial Number:	78232892	GOOFY FRUITS
Serial Number:	73542321	GUMMY SQUIRMS
Serial Number:	71250367	HARRIET CLARK'S
Serial Number:	72119349	HOLIDAY MIX
Serial Number:	76190751	HOT HITS
Serial Number:	75823035	ICE BLUE MINT COOLERS
Serial Number:	72155129	JOTS
Serial Number:	72178773	KENTUCKY
Serial Number:	76436766	MAKING SMILES SINCE 1904
Serial Number:	73336517	MINT PEARLS
Serial Number:	78443012	ORCHARD FRESH
Serial Number:	78443008	ORCHARD FRUIT
Serial Number:	72134185	PARTY MIX
Serial Number:	75076462	RICH & DREAMY
Serial Number:	73325508	SASSY HEARTS
Serial Number:	78537613	SCARY MIX
Serial Number:	75823373	SERVE THE BEST TO YOUR GUESTS!
Serial Number:	73780232	SNAPPYTARTS
Serial Number:	75065268	SOUR BREAK-UPS
Serial Number:	75372394	SOUR SQUIRMS
Serial Number:	73569749	SPARKLES
Serial Number:	74518898	SPECIAL TREASURES
Serial Number:	78869239	SPORTS EDGE
Serial Number:	74445642	STAR BRITES
Serial Number:	75381553	TANGY-FRUIT RINGOS

Serial Number:	72275426	TARGETS
Serial Number:	78232891	TONGUE PAINTERS
Serial Number:	78966966	TRUSTED QUALITY, GREAT TASTE
Serial Number:	74296660	VALEN TINY'S
Serial Number:	75908788	WE TURN GOOD THINGS INTO GREAT CANDIES
Serial Number:	74471258	WILD 'N FRUITY
Serial Number:	73647967	HIDE A PAK
Serial Number:	78637643	PARTY MIX
Serial Number:	77186001	TRUSTED QUALITY, GREAT TASTE.
Registration Number:	0180487	
Registration Number:	1130067	LIFE SAVERS
Registration Number:	1707055	
Registration Number:	0034413	MILKMAID
Registration Number:	0379708	
Registration Number:	0949937	TOOTSIE ROLL MIDGEE
Registration Number:	0292927	TOOTSIE POPS
Registration Number:	1002967	FLAVOR ROLLS

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-4691
Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding - 34th Floor
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009093
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	11/14/2007

Total Attachments: 9

source=Farley's Second Lien TM Sec Agmt#page1.tif
source=Farley's Second Lien TM Sec Agmt#page2.tif
source=Farley's Second Lien TM Sec Agmt#page3.tif
source=Farley's Second Lien TM Sec Agmt#page4.tif
source=Farley's Second Lien TM Sec Agmt#page5.tif

source=Farley's Second Lien TM Sec Agmt#page6.tif

source=Farley's Second Lien TM Sec Agmt#page7.tif

source=Farley's Second Lien TM Sec Agmt#page8.tif

source=Farley's Second Lien TM Sec Agmt#page9.tif

TRADEMARK SECURITY AGREEMENT
(Second Lien)

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of March 24, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Farley's & Sathers Candy Company, Inc. (the "Borrower"), F&S Holdings 1, Inc., the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated March 24, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, Schuler Chocolates, Incorporated, a Minnesota corporation, has become a Guarantor and a Grantor under the Guaranty and Security Agreement through execution of the Joinder Agreement entered into on even date herewith; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

SCHULER CHOCOLATES,
INCORPORATED
as Grantor

By: Mark Berwick

Name: Mark Berwick

Title: Vice President

FARLEY'S & SATHERS CANDY
COMPANY, INC.
as Grantor

By: Donald C. Stanners

Name: Donald C. Stanners

Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____

Name:

Title:

Signature Page to Trademark Security Agreement (Second Lien)

ACKNOWLEDGMENT OF GRANTOR

STATE OF California
COUNTY OF San Francisco SS.

On this 6 day of November, 2007, before me personally appeared Mark Berwick, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SCHULER CHOCOLATES, INCORPORATED, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Erica Shankle
Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF California)

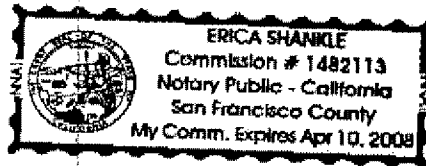
COUNTY OF San Francisco)

ss.

On this 6 day of November, 2007, before me personally appeared Donald Stanners, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FARLEY'S & SATHERS CANDY COMPANY, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Erica Shankle

Notary Public



IN WITNESS WHEREOF, each 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.

SCHULER CHOCOLATES,
INCORPORATED
as Grantor


By: _____
Name: Mark Berwick
Title: Vice President

FARLEY'S & SATHERS CANDY
COMPANY, INC.
as Grantor

By: _____
Name: Donald C. Stanners
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Aditi Sirur Arora
Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement (Second Lien)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark	Application Number	Registration Number	Filing Date	Registration Date
ABRA CABUBBLE	74/314964	1806814	9/18/92	11/23/93
BEAR AND BERRIES DESIGN (FBF AND DESIGN)	75/406515	2261652	12/17/97	7/13/99
BRACH*S and Design (3D Design)	78/211279	2927740	2/5/03	2/22/05
BRACH'S	72/352556	914107	2/27/70	06/08/71
BRACH'S and Diamond Design	74/344140	1841450	12/29/92	6/21/94
BRACH'S KENTUCKY MINTS (Stylized)	71/548476	522183	1/31/48	3/14/50
BRACH'S KIDS' TREATS	76/452590	2803439	9/19/02	1/06/04
BRACH'S MALTS	75/194168	2107280	11/6/96	10/21/97
BRACH'S PICK-A-MIX	72/115659	740287	3/15/61	11/06/62
BRACH'S SPRINKLES & Design	75/021003	2135201	11/16/95	2/10/98
BRACH'S stylized	71/500458	516342	4/18/46	10/18/49
BUBBLE CHUNK	78/232821	2890373	4/02/03	9/28/04
BUNNY BASKET EGGS	76/239604	2719858	4/11/01	5/27/03
CANDY CORN CRUNCH MIX	78/815623	3257284	2/15/06	6/26/07
CHICKS & RABBITS	76/239603	2584084	4/11/01	6/18/02
CHOCOLATE SELECTIONS	75/156845	2196962	8/27/96	10/20/98
DEM BONES	74/317223	1836318	9/25/92	5/10/94
FAST SNACKERS	75/626338	2525590	1/26/99	1/01/02
FLAVOUR and Design	71/245539	254766	3/11/27	4/02/29
FRESH-FLO	75/822624	2548027	10/14/99	3/12/02
FRUIT BUNCH	73/780265	1562430	2/13/89	10/24/89
FRUIT RIPPERS	76/404661	2780490	5/08/02	11/04/03
FRUTIOS	74/479890	1916674	1/19/94	9/05/95
GOOFY FRUITS	78/232892	2918099	4/02/03	01/11/05
GUMMY SQUIRMS	73/542321	1400575	6/11/85	6/08/86
HARRIET CLARK'S & Design	71/250367	240188	6/11/27	3/20/28
HOLIDAY MIX	72/119349	740111	5/05/61	10/30/62
HOT HITS	76/190751	2727753	1/02/01	06/17/03
ICE BLUE MINT COOLERS	75/823035	2564216	10/14/99	04/23/02
JOTS	72/155129	784530	10/15/62	2/02/65
KENTUCKY	72/178773	870550	10/11/63	6/03/69
MAKING SMILES SINCE 1904	76/436766	2807318	8/02/02	1/20/04
MINT PEARLS	73/336517	1254679	11/09/81	10/18/83
ORCHARD FRESH	78/443012	3033140	6/29/04	12/20/05
ORCHARD FRUIT	78/443008	3038459	6/29/04	1/03/06

Trademark	Application Number	Registration Number	Filing Date	Registration Date
PARTY MIX	72/134185	737266	12/18/61	9/04/62
RICH & DREAMY	75/076462	2293010	3/21/96	11/16/99
SASSY HEARTS	73/325508	1207448	8/27/81	9/07/82
SCARY MIX	78/537613	3113030	12/23/04	7/04/06
SERVE THE BEST TO YOUR GUESTS!	75/823373	2659989	10/14/99	12/10/02
SNAPPYTARTS	73/780232	1558324	2/13/89	9/26/89
SOUR BREAK-UPS	75/065268	2116813	2/29/96	11/25/97
SOUR SQUIRMS	75/372394	2245135	10/14/97	5/11/99
SPARKLES	73/569749	1533478	11/21/85	4/04/89
SPECIAL TREASURES	74/518898	1926622	5/02/94	10/10/95
SPORTS EDGE	78/869239	3283913	4/25/06	8/21/07
STAR BRITES	74/445642	2070135	10/12/93	6/10/97
TANGY-FRUIT RINGOS	75/381553	2808886	10/29/97	1/27/04
TARGETS	72/275426	849116	7/06/67	5/14/68
TONGUE PAINTERS	78/232891	2846893	4/02/03	5/25/04
TRUSTED QUALITY, GREAT TASTE	78/966966	3289276	9/05/06	9/4/07
VALEN TINY'S	74/296660	1848301	7/22/92	8/02/94
WE TURN GOOD THINGS INTO GREAT CANDIES	75/908788	2525945	2/2/00	1/1/02
WILD 'N FRUITY	74/471258	1926615	12/20/93	10/10/95
HIDE A PAK	73/647967	1458602	3/5/87	9/22/87
BRACH'S MALTS	75/194168	2107280	11/6/96	10/21/97
SOUR BREAK-UPS	75/065268	2116813	2/29/96	11/25/97

B. TRADEMARK APPLICATIONS

Trademark	Application Number	Filing Date
PARTY MIX	78/637643	5/26/05
TRUSTED QUALITY, GREAT TASTE. (Stylized)	77/186001	5/21/07

C. IP LICENSES

Mark	Registration No.	Exclusive/ Non-exclusive	Licensor	Licensee	Expiration
Design in shape of Life Savers candy	180,487	Non-exclusive	Nabisco Brands Company	Brach's Confections, Inc.	12/31/2015
LIFE SAVERS (& design)	1,130,067	Non-exclusive	Nabisco Brands Company	Brach's Confections, Inc.	12/31/2015

Mark	Registration No.	Exclusive/ Non-exclusive	Licensor	Licensee	Expiration
Design in shape of Life Savers candy	1,707,055	Non-exclusive	Nabisco Brands Company	Brach's Confections, Inc.	12/31/2015
MILKMAID (& design)	34,413	Exclusive	Societe Des Produits Nestle, S.A.	E.J. Brach & Sons, Inc.	Perpetual
MILKMAID	379,708	Exclusive	Societe Des Produits Nestle, S.A.	E.J. Brach & Sons, Inc.	Perpetual
TOOTSIE ROLL MIDGEES	949,937	Non-exclusive	Tootsie Roll Industries, Inc.	Brach's Confections	Year-to-year renewals
TOOTSIE POPS	292,927	Non-exclusive	Tootsie Roll Industries, Inc.	Brach's Confections	Year-to-year renewals
FLAVOR ROLLS	1,002,967	Non-exclusive	Tootsie Roll Industries, Inc.	Brach's Confections	Year-to-year renewals