

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (under the Trademark Security Agreement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New England Confectionery Company, Inc.		12/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc., as Agent		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	0035212	PEACH BLOSSOMS	
Registration Number:	0049239	NECCO SWEETS	
Registration Number:	0049295	NECCO	
Registration Number:	0070260	BOLSTERS	
Registration Number:	0072494	CHASE	
Registration Number:	0072495	CANADA	
Registration Number:	0095225	MARY JANE	
Registration Number:	0156027	BEAUTY HEARTS	
Registration Number:	0178993		
Registration Number:	0355165	SKY BAR	
Registration Number:	0431556	CANDY CUPBOARD	
Registration Number:	0431557	LOVELL & COVEL CANDY CUPBOARD CHOCOLATES	
Registration Number:	0525887	CANADA	
Registration Number:	0644513	V.I.P.	

CH \$1190.00 0035212

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TRADEMARK
REEL: 003685 FRAME: 0938

Registration Number:	0721683	NECCO
Registration Number:	0742731	SUNNY CHEWS
Registration Number:	1001117	CLARK
Registration Number:	1013629	DERAN
Registration Number:	1053706	MASTERPIECES
Registration Number:	1251252	NECCO OLD FASHIONED CANDY BUTTONS
Registration Number:	1343064	HAVILAND
Registration Number:	1382557	GUMMI GHOSTS
Registration Number:	1382579	MIGHTY MALTS
Registration Number:	1393466	MARY JANE
Registration Number:	1439372	
Registration Number:	1446663	BUNNY HOUSE
Registration Number:	1470821	HAVILAND
Registration Number:	1471545	BUSTER
Registration Number:	1551153	SWEETHEARTS
Registration Number:	1666867	CANDY RAISINS
Registration Number:	1776691	STARK
Registration Number:	2046613	MEGA MIGHTY MALTS
Registration Number:	2058251	GOOSE EGGS
Registration Number:	2097638	MIGHTY MINTS
Registration Number:	2101335	MIGHTY MALTS
Registration Number:	2172266	SWEETHEARTS
Registration Number:	2195932	CANDY HOUSE CANDY BUTTONS
Registration Number:	2201072	SWEET TALK
Registration Number:	2259589	SWEET TALK
Registration Number:	2455681	ULTRA
Registration Number:	2853275	NECCO
Registration Number:	2937572	SLAP STIX
Registration Number:	2940892	IMAGINATION CONFECTIONS
Registration Number:	2945264	BRINGING MAGIC TO CANDY
Registration Number:	2995871	IMAGINATION CONFECTIONS
Registration Number:	3127752	SWEETHEARTS
Registration Number:	3270829	SWEETHEARTS

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:

Gina M. Durham

Signature:

/Gina M. Durham/

Date:

12/27/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.14 of the Security Agreement referred to below (each a **"Grantor"** and, collectively, the **"Grantors"**), in favor of American Capital Financial Services, Inc. (**"ACFS"**), as agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the **"Agent"**).

RECITALS:

A. Pursuant to the Credit Agreement, dated as of December 21, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**), among NECCO Holdings, Inc., a Delaware corporation (**"Holdings"**), New England Confectionery Company, Inc., a Delaware corporation (the **"Borrower"**), the Lenders party thereto from time to time and ACFS, as agent for the Lenders party thereto from time to time, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Holdings has guaranteed the Obligations pursuant to the Holdings Guaranty. All the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the **"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 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 Agent as follows:

SECTION 1 DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

SECTION 2 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the 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 Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 SECURITY AGREEMENT

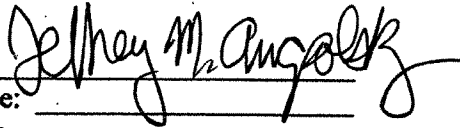
3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security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

[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.

Very truly yours,

**NEW ENGLAND CONFECTIONERY
COMPANY, INC., as Grantor**

By: 
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL
SERVICES, INC.,

as Agent

By: Jeffrey M. Angold

Name: _____

Title: _____

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

	Trademark	Application #	Filing Date	Registration #	Reg. Date
1.	PEACH BLOSSOMS	70/035212	11-Sep-1900	0035212	09-Oct-1900
2.	NECCO SWEETS AND Design	71/005764	12-May-1905	0049239	30-Jan-1906
3.	NECCO	71/005724	15-May-1905	0049295	30-Jan-1906
4.	BOLSTERS	034481	30-Apr-1908	0070260	18-Aug-1908
5.	CHASE AND DESIGN	036079	13-Jul-1908	0072494	26-Jan-1909
6.	CANADA, STYLIZED	036080	13-Jul-1908	0072495	26-Jan-1909
7.	MARY JANE	71/069682	09-Apr-1913	0095225	03-Feb-1914
8.	BEAUTY HEARTS	71/154831	31-Oct-1921	0156027	13-Jun-1922
9.	DESIGN(LITTLE GIRL)	71/162561	19-Apr-1922	0178993	05-Feb-1924
10.	SKY BAR	71/398484	14-Oct-1937	0355165	08-Mar-1938
11.	CANDY CUPBOARD	448735	18-Nov-1941	0431556	29-Jul-1947
12.	LOVELL AND COVEL CANDY CUPBOARD CHOCOLATES	458077	21-Jan-1943	0431557	29-Jul-1947
13.	CANADA	71/540443	07-Nov-1947	0525887	06-Jun-1950
14.	VIP	71/687399	12-May-1955	0644513	23-Apr-1957
15.	NECCO	72/112855	31-Jan-1961	0721683	19-Sep-1961
16.	SUNNY CHEWS	72/138797	28-Feb-1962	0742731	25-Dec-1962
17.	CLARK	73/011924	23-Jan-1974	1001117	07-Jan-1975
18.	DERAN	73/013528	13-Feb-1974	1013629	17-Jun-1975
19.	MASTERPIECES	73/085382	28-Apr-1976	1053706	30-Nov-1976
20.	OLD FASHIONED CANDY BUTTONS AND DESIGN	73/275973	29-Aug-1980	1251252	13-Sep-1983
21.	HAVILAND AND DESIGN	73/480981	18-May-1984	1343064	18-Jun-1985
22.	GUMMI GHOSTS	73/490977	23-Jul-1984	1382557	11-Feb-1986
23.	MIGHTY MALTS	73/545309	27-Jun-1985	1382579	11-Feb-1986
24.	MARY JANE AND DESIGN	73/559725	23-Sep-1985	1393466	13-May-1986
25.	DESIGN(TWO LIONS-LOGO)	73/607936	03-Jul-1986	1439372	12-May-1987
26.	BUNNY HOUSE	73/577670	13-Jan-1986	1446663	07-Jul-1987
27.	HAVILAND	73/607935	03-Jul-1986	1470821	29-Dec-1987
28.	BUSTER	73/552449	08-Aug-1985	1471545	05-Jan-1988
29.	SWEETHEARTS	73/709101	02-Feb-1988	1551153	08-Aug-1989
30.	CANDY RAISINS	73/821246	24-Aug-1989	1666867	03-Dec-1991
31.	STARK	74/328031	03-Nov-1992	1776691	15-Jun-1993
32.	MEGA MIGHTY MALTS	74/716905	17-Aug-1995	2046613	18-Mar-1997
33.	GOOSE EGGS	74/716888	17-Aug-1995	2058251	29-Apr-1997
34.	MIGHTY MINTS	75/169457	20-Sep-1996	2097638	16-Sep-1997

35.	MIGHTY MALTS	75/166923	16-Sep-1996	2101335	30-Sep-1997
36.	SWEETHEARTS	75/145525	05-Aug-1996	2172266	14-Jul-1998
37.	CANDY HOUSE CANDY BUTTONS	75/378940	24-Oct-1997	2195932	13-Oct-1998
38.	SWEET TALK	75/268339	01-Apr-1997	2201072	03-Nov-1998
39.	SWEET TALK	75/523918	22-Jul-1998	2259589	06-Jul-1999
40.	ULTRA	75/397757	01-Dec-1997	2455681	29-May-2001
41.	NECCO AND DESIGN	76/532076	14-Jul-2003	2853275	15-Jun-2004
42.	SLAP STIX	76/583926	26-Mar-2004	2937572	05-Apr-2005
43.	IMAGINATION CONFECTIONS	78/294381	29-Aug-2003	2940892	12-Apr-2005
44.	BRINGING MAGIC TO CANDY	78/312328	10-Oct-2003	2945264	26-Apr-2005
45.	IMAGINATION CONFECTIONS	78/298641	10-Sep-2003	2995871	13-Sep-2005
46.	SWEETHEARTS	78/447411	08-Jul-2004	3127752	08-Aug-2006
47.	SWEETHEARTS	76/666975	04-Oct-2006	3270829	31-Jul-2007