

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Impact Confections, Inc., a New Mexico corporation		01/15/2008	CORPORATION:
Melster Candies, Inc., a Wisconsin corporation		01/15/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Legg Mason SBIC Mezzanine Fund, L.P., a Delaware limited partnership
Street Address:	111 South Calvert Street; Suite 1800
Internal Address:	c/o Calvert Street Capital Partners
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	3230797	GUMMY BRUSH PAINT SHOP
Registration Number:	3094323	WARHEADS
Registration Number:	3155022	BUGGIN GLOW POP
Serial Number:	77060876	QBZ
Serial Number:	77060872	LOCK POP
Serial Number:	76330231	CRACKLIN' COSMIC POWDER
Registration Number:	3289463	WARHEADS
Registration Number:	2459658	HAPPYHEART POPS
Registration Number:	2790143	SOUR GUMMY FRIES
Registration Number:	2611598	SOUR GUMMY GRUBS
Registration Number:	2868987	

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Registration Number:	2868986	
Registration Number:	3033420	IMPACT CONFECTIONS INC.
Registration Number:	2728872	LOLLIPOP PAINT SHOP CANDY POWDER
Registration Number:	2505674	
Registration Number:	2548581	
Registration Number:	3036365	PAINT SHOP
Registration Number:	2827481	MEGA WARHEADS BLAST
Registration Number:	2861055	ICE CREAM DIPPER
Registration Number:	2674967	LOLLIPOP PAINT SHOP DOUBLES
Registration Number:	2785120	
Registration Number:	2780283	LICKIN' LIPS
Registration Number:	2832490	SIZZLIN' STRAWBERRY
Registration Number:	2595958	LOLLI-NOTES
Registration Number:	2839420	COSMIC CHERRY
Registration Number:	2519914	MARTIAN MELON
Registration Number:	2689205	BLASTIN' BLUE RASPBERRY
Registration Number:	2509621	THE POP THAT PAINTS YOUR MOUTH
Registration Number:	2505673	
Registration Number:	2457076	WALLY POPS
Registration Number:	2716009	WALLY'S SOUR SOCK
Registration Number:	2292861	PAINT BRUSH
Registration Number:	2503045	OLE' POP
Registration Number:	2518469	COLORBLASTER
Registration Number:	2742366	MEGA SOUR
Registration Number:	2261723	LOLLIPOP PAINT SHOP
Registration Number:	2300727	SOUR GUMMY WALLYS
Registration Number:	2228487	MEGA WARHEADS
Registration Number:	2235500	
Registration Number:	2200644	POP A BEAR
Registration Number:	2176776	THE LOLLI GO ROUND
Registration Number:	2186814	SLAM JAM POP
Registration Number:	2197066	ALIEN POP
Registration Number:	2042310	SIDEWALK CHALK
Registration Number:	1747879	THE ORIGINAL MEGA WARHEADS
Registration Number:	1747878	THE ORIGINAL MEGA WARHEADS

Registration Number:	2020495	LOLLIDAY POPS
Registration Number:	2011804	HOPPIN POPS
Registration Number:	2549992	ORANGE BELLY BUNNY
Registration Number:	2551981	JELLY OLD ST. NICHOLAS
Registration Number:	1807791	MELSTER
Registration Number:	1779115	ROLLER GHOSTERS

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-758-1500
Email: sroberts@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs.com
Address Line 4: Dallas, TEXAS 75043

ATTORNEY DOCKET NUMBER:	020804.0110
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	01/17/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of January, 2008, by Impact Confections, Inc., a New Mexico corporation and Melster Candies, Inc., a Wisconsin corporation (collectively, the "Grantor"), in favor of Legg Mason SBIC Mezzanine Fund, L.P., a Delaware limited partnership, in its capacity as Administrative Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Senior Subordinated Loan Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, certain of its affiliates, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill

of the business connected with the use of, and symbolized by, each Trademark;
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

IMPACT CONFECTIONS, INC.

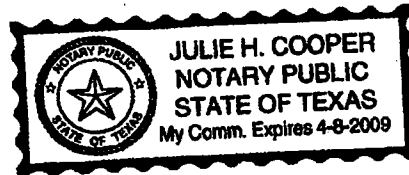
By LTCL
Name: Lucas T. Cutler
Its: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Dallas)

On this 4th day of January, 2008 before me personally appeared Lucas T. Cutler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Impact Confections, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Julie H. Cooper
Notary Public



Impact Trademark Security Agreement
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MELSTER CANDIES, INC.

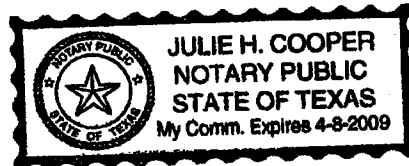
By LTW
Name: Lucas T. Cutler
Its: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Dallas)

On this 4th day of January, 2008 before me personally appeared Lucas T. Cutler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Melster Candies, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Julie H. Cooper
Notary Public

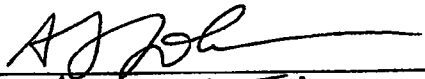


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Agreed and Accepted
As of the Date First Written Above

LEGG MASON SBIC MEZZANINE FUND, L.P., as
Administrative Agent

By: Legg Mason SBIC Mezzanine Fund
Management, LLC, its general partner

By 
Name Andrew L. John
Its Member

Impact Trademark Security Agreement
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TRADEMARK
REEL: 003699 FRAME: 0115

SCHEDULE 1

TRADEMARK REGISTRATIONS

U.S. Trademarks (Impact Confections, Inc.)

Serial Number	Reg. Number	Word Mark
78519580	3230797	GUMMY BRUSH PAINT SHOP
78518754	3084323	WARHEADS
78519814	3155022	BUGGIN GLOW POP
77080876		OSZ Notice of allowance 9/25/2007
77069872		LOCK POP Notice of allowance 9/25/2007
78330231		CRACKLIN' COSMIC POWDER
78578883	3289463	WARHEADS
78041988	2459658	HAPPYHEART POPS
78188185	2790143	SOUR GUMMY FRIES
78102340	2611698	SOUR GUMMY GRUBS
78539321	2868967	Design-Stylized Bear configuration candy lollipop
78539320	2868988	Design-Stylized Soccer Ball configuration candy lollipop
78623736	3033420	IMPACT CONFECTIONS INC.
78415031	2728872	LOLLIPOP PAINT SHOP CANDY POWDER
78043518	2508674	Design-Stylized SANTA CLAUS configuration candy lollipop
78043516	2548581	Design-Stylized SNOWMAN configuration candy lollipop
78583838	3038385	PAINT SHOP
78510828	2827481	MEGA WARHEADS BLAST
78473011	2861065	ICE CREAM DIPPER
78384343	2674967	LOLLIPOP PAINT SHOP DOUBLES
78350816	2785120	Design-Stylized Paint Brush & Canister configuration candy
78334637	2780283	LICKIN' LIPS
78276871	2632490	SIZZLIN' STRAWBERRY
78276870	2889588	LOLLI-NOTES
78214197	2839420	COSMIC CHERRY
78208463	2519814	MARTIAN MELON
78202486	2889205	BLASTIN' BLUE RASPBERRY
78158941	2509821	THE POP THAT PAINTS YOUR MOUTH
78042324	2505673	Design-Stylized Evergreen Tree configuration candy lollipop
78828658	2457076	WALLY POPS

Serial Number	Reg. Number	Word Mark
78748998	2718009	WALLY'S SOUR SOCK
78804875	2292861	PAINT BRUSH
78812838	2803045	OLE' POP
78878906	2818468	COLORBLASTER
78701560	2742368	MEGA SOUR
78808757	2261723	LOLLIPOP PAINT SHOP
78434764	2200727	SOUR GUMMY WALLY'S
78434703	2228487	MEGA WARHEADS
78388649	2236600	Design-Stylized pumpkin face configuration candy lollipop
78326002	2200844	POP A BEAR
78318841	2176776	THE LOLLI GO ROUND
78288411	2188814	SLAM JAM POP
78215894	2187086	ALIEN POP
78222448	2042310	SIDEWALK CHALK
74232369	1747879	THE ORIGINAL MEGA WARHEADS
74232380	1747878	THE ORIGINAL MEGA WARHEADS
74731648	2020495	LOLLIDAY POPS
74732845	2011804	HOPPIN POPS

U.S. Trademarks (Melster Candies, Inc.)

Serial Number	Reg. Number	Word Mark
76288514	2649992	ORANGE BELLY BUNNY
76881478	2881981	JELLY OLD ST. NICHOLAS
74324331	1807791	MELSTER
74324330	1279115	ROLLER GHOSTERS

TRADEMARK APPLICATIONS

None.