

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNY Midwest Trust Company et al.		01/25/2008	Trust Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Archibald Candy Corporation		
Street Address:	1137 W. Jackson		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0163475	LAURA SECORD	
CORRESPONDENCE DATA			
Fax Number:	(617)526-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-526-6448		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	109.149.113		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
Signature:	/michael j. bevilacqua/		
Date:	01/30/2008		

CH \$40.00 0163475

Total Attachments: 26

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AFFIDAVIT OF CERTIFICATION

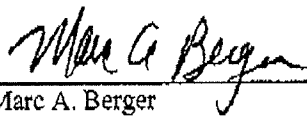
The undersigned hereby certifies, to his actual knowledge and belief, that:

- a) Attached hereto as Exhibit A is a true, correct and complete copy (excluding exhibits) of the ORDER UNDER 11 U.S.C. §§105(A), 363 AND 365 AND FED. R. BANKR. P. 2002, 6004, 6006 AND 9014, (A) APPROVING ASSET PURCHASE AGREEMENT; (B) AUTHORIZING THE SALE OF CERTAIN OF DEBTORS' ASSETS FREE AND CELAR OF LIENS, CLAIMS AND ENCUMBRANCES, AND (C) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS IN CONNECTION THEREWITH [E0D492], which order was entered by Hon. Pamela S. Hollis, United States Bankruptcy Judge, United States Bankruptcy court for the Northern District of Illinois, Eastern Division, on July 27, 2004 (the "Order");
- b) Sections 14 and 19 of the Order (i) expressly permit the current owner of the Laura Secord Assets (as defined in the Order), as assignee of the Purchaser (also as defined in the Order), to file a copy of the Order to evidence the release of all encumbrances existing through July 27, 2004 (the "Existing Encumbrances") in the Laura Secord Assets, other than permitted encumbrances no longer relevant hereto, and (ii) direct the relevant filing officer (for purposes hereof, including at the U.S. Patent and Trademark Office) to accept the filing of the Order as evidence of the release of such encumbrances;
- c) Attached hereto as Exhibit B are (i) the U.S. trademark registration for the Laura Secord mark (a copy of which mark is included therein), which mark is one of the Laura Secord Assets released from the Existing Encumbrances, and (ii) a Trademark Assignment Abstract of Title from the records of the United States Patent and Trademark Office, which reflects, among other things, many of the Existing Encumbrances that have been released in accordance with the Order.

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NYC_DOCUMENTS#: 97071.3

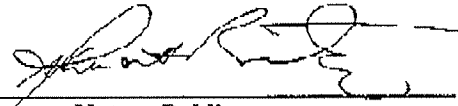
January 25, 2008



Marc A. Berger

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

Sworn to before me January 25, 2008



Notary Public

AKUA A. BOATENG
NOTARY PUBLIC, State of New York
No. 01BO6072072
Qualified in New York County, NY
Commission Expires May 27, 2008

[Affidavit of Certification]

NYC_DOCUMENTS#: 970713

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF ILLINOIS
 EASTERN DIVISION

In re:)	Case No. 04 B 03200
ARCHIBALD CANDY CORPORATION, <i>et al.</i> ¹)	Chapter 11
Debtors:)	Jointly Administered
)	

ORDER UNDER 11 U.S.C. §§ 105(A), 363 AND 365 AND
 FED. R. BANKR. P. 2002, 6004, 6006 AND 9014, (A) APPROVING
 ASSET PURCHASE AGREEMENT; (B) AUTHORIZING THE SALE
 OF CERTAIN OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS
 AND ENCUMBRANCES, AND (C) AUTHORIZING THE ASSUMPTION AND
 ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
IN CONNECTION THEREWITH [EOD 492]

This matter having come before the Court on the motion, dated June 22, 2004 (the "Laura Secord Sale Motion") (Docket No. 492) of the above-captioned debtors (the "Debtors"), for entry of an order under 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 (the "Laura Secord Sale Order") authorizing (i) the Debtors' sale (the "Sale") of certain trade names and related assets owned by the Debtors relating to their subsidiary's Laura Secord operations (the "Laura Secord IP Assets") and the assumption and assignment of the Debtors' interests in certain leases of nonresidential real property in Canada (the "Co-Tenant Interests"²) (collectively, the Laura Secord IP Assets and the Co-Tenant Interests are denoted the "Laura Secord Assets") as part of a sale including substantially all of the assets of Archibald

¹ The Debtors are the following entities: Archibald Candy Corporation, a Delaware corporation, "Archibald") and Laura Secord Holdings Corp., a Delaware corporation ("LSH").

² The *Ad Hoc* Committee of Bondholders may contend that the Co-Tenant Interests are not interests in real property, but rather consiliate guarantees; nothing contained in this Order shall constitute an adjudication of this issue.

Candy (Canada) Corporation (the "Archibald Canada Assets"); collectively with the Laura Secord Assets, the "Combined Assets"), free and clear of all mortgages, licenses, security interests, pledges, liens, charges, claims, judgments, options, rights, voting or other restrictions, rights-of-way, covenants, conditions, easements, encroachments, restrictions, other third-party rights or title defects or encumbrances of any nature whatsoever, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated and whether contractual, statutory or common law in origin, including any interest in property (collectively, the "Interests") (except those expressly assumed³, pursuant to the Asset Purchase Agreement, dated as of July 22, 2004 (as subsequently amended, the "Asset Purchase Agreement")), by and between the Debtors, Archibald Canada, and Gordon Brothers Group LLC (the "Purchaser"), (ii) the Debtors' assumption and assignment to the Purchaser of certain executory contracts and unexpired leases (the "Assumed Contracts"), pursuant to the Asset Purchase Agreement⁴ free and clear of all interests, and (iii) the assumption by the Purchaser of certain liabilities of the Debtors pursuant to the Asset Purchase Agreement; and the Court having entered an order on June 29, 2004 (the "Laura Secord Bid Procedures Order") (Docket No. 495) approving (i) the Laura Secord Bidding Procedures, (ii) the proposed Bidding Protections, (iii) the form and manner of notice of the Auction and the Sale Hearing (as defined below), and (iv) the form and manner of notice of the assumption and assignment of the Assumed Contracts and the proposed cure amounts to be paid thereunder; and as described in the record of the Sale Hearing, the Purchaser will receive and assume the Laura Secord Assets and the Assumed Contracts pursuant to the terms described herein, as having submitted a Qualified

³ Referred to as the "Assumed Liabilities" in the Asset Purchase Agreement (defined below).

⁴ All capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

Bid, pursuant to the Laura Secord Bid Procedures Order; and the Debtors having conducted an Auction on July 22, 2004; and the Purchaser having been determined by Debtors to have submitted the highest and best Qualified Bid; and 20468640 Ontario Inc. (the "Runner-Up") having been determined by Debtors to have submitted the runner-up Qualified Bid; and a hearing on the Laura Secord Sale Motion having been held on July 27, 2004 (the "Sale Hearing"); and all interested parties having been afforded an opportunity to be heard with respect to the Laura Secord Sale Motion; and the Court having reviewed and considered (i) the Laura Secord Sale Motion, (ii) any objections thereto, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Laura Secord Sale Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and upon the record of the Sale Hearing, and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:⁵

A. The Court has jurisdiction over the Laura Secord Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A). Venue of these cases and the Laura Secord Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Laura Secord Sale Motion are sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006 and 9014.

C. (i) Proper, timely, adequate and sufficient notice of the Laura Secord Sale Motion, the Auction, the Sale Hearing, the Sale, and the assumption and assignment to the Purchaser of

⁵ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. Fed. R. Bankr. P. 7052.

the Assumed Contracts and the Co-Tenant Interests has been provided in accordance with 11 U.S.C. §§ 102(1), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014, other provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy Court, orders of the Bankruptcy Court, and other applicable law, including to all counter-parties to the Assumed Contracts, and due process and in compliance with the Laura Secord Bid Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Laura Secord Sale Motion, the Auction or the Sale Hearing, or the assumption and assignment of the executory contracts is or shall be required.

D. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Laura Secord Assets and conducted the sale process in compliance with the Laura Secord Bid Procedures Order.

E. The Debtors (i) have full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the sale of the Laura Secord Assets by the Debtors has been duly and validly authorized by all necessary corporate action of the Debtors, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement, and (iii) have taken all corporate action necessary to authorize and approve the Asset Purchase Agreement and the consummation by such Debtors of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate such transactions.

F. Approval of the Asset Purchase Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

G. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and in contemplation of, a plan of reorganization in that, among other things:

(a) Under the circumstances, the Purchaser is only willing to proceed to acquire the Laura Secord Assets if the Sale can be consummated quickly.

(b) The Debtors diligently and in good faith marketed the Laura Secord Assets to secure the highest and best offer therefor by, among other things, mailing the Notice of Auction and Sale Hearing, the Laura Secord Sale Motion and a draft of this Laura Secord Sale Order to each of the entities that had previously expressed an interest in the Laura Secord Assets. In addition, the Debtors conducted an Auction pursuant to the Laura Secord Bid Procedures Order.

(c) A sale of the Laura Secord Assets at this time to the Purchaser pursuant to 11 U.S.C. § 363(h) is the only viable alternative to preserve the value of the Laura Secord Assets, and maximize Debtors' estates for the benefit of all constituencies. Delaying the Sale of the Laura Secord Assets undoubtedly will result in a loss of value of the Laura Secord Assets. Further, any delay of the Sale of the Laura Secord Assets may result in the Purchaser's termination of the Asset Purchase Agreement and result in an alternative outcome that will achieve far less value for creditors.

H. A reasonable opportunity to object or be heard with respect to the Laura Secord Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the United States Trustee for the Northern District of Illinois; (ii) counsel to the Official Committee of Unsecured Creditors; (iii) counsel to the Ad Hoc Committee of Bondholders; (iv) counsel to each of LaSalle Business Credit LLC and BNY Midwest Trust Company; (v) all entities known to have expressed serious interest in a transaction with respect to the Laura Secord Assets during the past four months; (vi) all entities known to have an interest

in the Laura Secord Assets; (vii) counsel to the Interim Receiver; (viii) counsel to Archibald Canada; (ix) all other parties to the executory contracts being assumed and assigned; and (x) the parties listed on Debtors' Master Service List.

I. The Asset Purchase Agreement was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions.

J. The consideration provided by the Purchaser for the Laura Secord Assets pursuant to the Asset Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Laura Secord Assets, (iii) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code.

K. The Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby, if: (i) the sale of the Laura Secord Assets to the Purchaser were not free and clear of all interests of any kind or nature whatsoever; (ii) the assignment of the executory contracts, including the Assumed Contracts, could not be made under section 365 of the Bankruptcy Code; and (iii) the Purchaser would be liable for any interests not expressly assumed.

L. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign certain executory contracts to the Purchaser as set forth in the Asset Purchase Agreement, and the assumption and assignment of the Assumed Contracts and the Co-Tenant Interests is in the best interests of the Debtors, their estates, and their creditors. The Assumed Contracts and Co-Tenant Interests being assigned to, and the liabilities being assumed by the Purchaser, are an integral part of the Laura Secord Assets being purchased by the

Purchaser and, accordingly, such assumption and assignment of the Assumed Contracts and the Co-Tenant Interests is reasonable, enhances the value of the Debtors' estates, and does not constitute unfair discrimination.

M The Debtors and the Purchaser (i) have provided adequate assurance of the Purchaser's future performance of the Assumed Contracts and the Co-Tenant Interests within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(b)(2)(B), (ii) will cure, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assumed Contracts or Co-Tenant Interests within the meaning of 11 U.S.C. § 365(b)(1)(A), and (iii) will provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assumed Contracts or Co-Tenant Interests within the meaning of 11 U.S.C. § 365(b)(1)(B).

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Laura Secord Sale Motion is granted, as further described herein.
2. All objections to the Laura Secord Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits. Upon the satisfaction of all conditions set forth in the Asset Purchase Agreement, the Debtors are authorized, without further order of this Court, to sell the Laura Secord Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1)-(5) has been satisfied. Those (i) holders of Interests and (ii) non-debtor parties to executory contracts or unexpired leases being assigned who did not object, or who withdrew their objections, to the Sale or the Laura Secord Sale Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Interests and (ii) non-debtor parties to executory contracts or unexpired

leases being assumed and assigned who did object are adequately protected by having their interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim an interest.

3. The Asset Purchase Agreement, in the form attached as Exhibit A hereto, and all of the terms and conditions thereof, are hereby approved.

4. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement.

5. The Debtors are authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, and to take all further actions (without additional Court approval) as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Laura Secord Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement.

6. Except as expressly permitted or otherwise specifically provided for in the Asset Purchase Agreement or this Laura Secord Sale Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Laura Secord Assets shall be transferred to the Purchaser as of the date (the "Closing Date") of the consummation of the Asset Purchase Agreement (the "Closing"), free and clear of all interests (including any broker's fee or similar fee relating in any manner to the Laura Secord Assets) of any kind or nature whatsoever, with all such interests of any kind or nature whatsoever to attach to the net proceeds of the Sale, with the same validity, force and effect

which they now have as against the Laura Secord Assets, subject to any claims and defenses the Debtors may possess with respect thereto. The transfer of the Laura Secord Assets to the Purchaser will be a legal, valid and effective transfer of the Laura Secord Assets, and will vest the Purchaser with all right, title and interest of the Debtors to the Laura Secord Assets free and clear of all interests, including without limitation any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' businesses prior to the Closing Date. Upon the Closing, this Order shall constitute a full and complete general assignment, conveyance and transfer of the Laura Secord Assets in accordance with the Asset Purchase Agreement.

7. Except as expressly permitted or otherwise specifically provided for in the Asset Purchase Agreement or this Laura Secord Sale Order, and to the extent permitted by law, all persons and entities, including, but not limited to, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding interests of any kind or nature whatsoever against or in the Debtors or the Laura Secord Assets, arising under or out of, in connection with, or in any way relating to, the Debtors, the Laura Secord Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Laura Secord Assets to Purchaser, hereby are forever barred and estopped from asserting against the Purchaser, its successors or assigns, its property, or the Laura Secord Assets, such persons' or entities' interests.

8. Pursuant to 11 U.S.C. §§ 105 (a) and 365, and subject to and conditioned upon the Closing of the Sale, the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Asset Purchase Agreement of the Assumed Contracts and the Co-Tenant Interests, is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f)(2) with respect thereto are hereby deemed satisfied; provided, however, that in the event any counterparty to one of the leases of nonresidential Canadian real property that

constitute the Co-Tenant Interests refuses under Canadian law to honor the assignment of any Co-Tenant Interest to the Purchaser, the Debtors may file (and serve on the counterparty) a notice with this Court confirming such refusal and, thereafter, the Co-Tenant Interest(s) identified in such notice shall be deemed rejected by the Debtors.

9. The Debtors are hereby authorized and directed in accordance with 11 U.S.C. §§ 105(a) and 365 to (a) assume and assign to the Purchaser (subject to the proviso in the final clause of the preceding paragraph), effective upon the Closing of the Sale, that certain Trade Secrets Cross-License Agreement and all of the Assumed Contracts and Co-Tenant Interests identified in the Asset Purchase Agreement and on Exhibit B hereto, free and clear of all Interests of any kind or nature whatsoever, and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the executory contracts being assigned pursuant to the Asset Purchase Agreement to the Purchaser.

10. The Assumed Contracts and Co-Tenant Interests shall be transferred to, and remain in full force and effect for the benefit of the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Assumed Contracts that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors and their estates shall be relieved from any liability for any breach of any Assumed Contracts and Co-Tenant Interests after such assignment to and assumption by the Purchaser on the Closing Date, first arising post-Closing.

11. The Purchase Price provided by the Purchaser for the Laura Secord Assets under the Asset Purchase Agreement (i) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, and (ii) is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

12. On the Closing Date of the Sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its interests in the Laura Secord Assets, if any, as such interests may have been recorded or may otherwise exist.

13. This Laura Secord Sale Order shall be effective as a determination that, on the Closing Date, all interests of any kind or nature whatsoever existing as to the Debtors or the Laura Secord Assets prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected.

14. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing interests in the Debtors or the Laura Secord Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Laura Secord Assets or otherwise, then the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Laura Secord Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all interests in the Laura Secord Assets of any kind or nature whatsoever and the filing officer is hereby directed to accept the filing of the Laura Secord Sale Order by the Purchaser as evidence of the release of such encumbrances.

15. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Laura Secord Assets are hereby directed to surrender possession of the Laura Secord Assets to the Purchaser on the Closing Date.

16. Under no circumstances shall any holder of an interest be able to commence, continue or otherwise pursue or enforce any remedy, claim or cause of action against the Purchaser, except with respect to obligations specifically assumed by the Purchaser under an executory contract being assigned pursuant to the Asset Purchase Agreement and pursuant to ordering paragraph 10 of this Laura Second Sale Order.

17. This Court retains jurisdiction to enforce and implement the terms and provisions of the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) resolve any disputes arising under or related to the Asset Purchase Agreement, except as otherwise provided therein, (b) interpret, implement, and enforce the provisions of this Laura Second Sale Order, and (c) compel delivery of the Laura Second Assets to the Purchaser.

18. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Purchaser, unless such authorization is duly stayed pending such appeal prior to the Closing. The Purchaser is a purchaser in good faith of the Laura Second Assets, and the Purchaser is entitled to all of the protections afforded by 11 U.S.C. § 363(m).

19. The terms and provisions of the Asset Purchase Agreement and this Laura Second Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting interests

in the Laura Secord Assets to be sold to the Purchaser pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. The Purchaser has not engaged in collusive bidding or otherwise violated the provisions of section 363(m) of the Bankruptcy Code.

20. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Laura Secord Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

21. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

22. Notwithstanding anything to the contrary herein, the Purchaser shall not be relieved from any liabilities specifically assumed by the Purchaser as set forth in the Asset Purchase Agreement.

23. Except as provided in the Asset Purchase Agreement, this Laura Secord Sale Order, or other order of this Court, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to the Assumed Contracts or Co Tenant Interests.

24. The second highest and best offer to purchase the Combined Assets was received from the Runner-Up on the terms reflected on the spreadsheet appended hereto as Exhibit C (the "Runner-Up Bid"). If for any reason the sale to the Purchaser does not or cannot timely close,

the Debtors shall be, and hereby are, authorized to consummate the sale of the Laura Secord Assets to the Runner Up as part of the sale of the Combined Assets on terms substantially similar to the terms of the Runner-Up Bid, as amended and accepted by the Debtors and Archibald Canada, all without further order of Court. Upon consummation of such sale to the Runner-Up, the Runner-Up shall be deemed to be the "Purchaser" of the Laura Secord Assets hereunder and shall be entitled to all of the protections set forth in this Laura Secord Sale Order.

25. In the event that the sale to the Purchaser is consummated, the Debtors are authorized and directed, in accordance with the terms of the Laura Secord Bidding Procedures Order and without need for further order of Court, to pay to the Runner-Up the Break-Up Fee of C\$756,000, in accordance with wire transfer instructions to be provided to the Debtors by the Runner-Up prior to the Closing.

26. As provided by Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d), this Laura Secord Sale Order shall not be stayed for 10 days after the entry of the Laura Secord Sale Order and shall be effective and enforceable immediately upon entry of this Laura Secord Sale Order.

Dated: July 27, 2004

ENTERED:

 Hon. Pamela S. Hollis
 UNITED STATES BANKRUPTCY JUDGE

Order prepared by:
 Mark K. Thomas (ARDC # 06181453)
 John P. Sieger (ARDC #06240033)
 JENNER & BLOCK LLP
 One IBM Plaza
 Chicago, IL 60610
 Telephone: (312) 222-9350
 Facsimile: (312) 527-0484

Counsel for the Debtors
 and Debtors in Possession

ENTERED
 JUL 27 2004
 PAMELA S HOLLIS
 BANKRUPTCY JUDGE

EXHIBIT B

Registered Jan. 16, 1923.

Trade-Mark 163,475

Renewed January 16, 1943 to Laura Secord Candy Shops,
Limited, a corporation of the Province of Ontario.

UNITED STATES PATENT OFFICE.

LAURA SECORD CONFECTIONS, LTD., OF TORONTO, ONTARIO, CANADA.

ACT OF FEBRUARY 20, 1905.

Application filed June 30, 1921. Serial No. 143,568.

Laura Secord

STATEMENT.

To all whom it may concern:

Be it known that LAURA SECORD CONFECTIONS, LTD., a corporation duly organized under the laws of the Province of Ontario, and located in the city of Toronto, Province of Ontario, Dominion of Canada, and doing business at 60 Bathurst Street, in the city of Toronto, Province of Ontario, has adopted and used the trade mark shown in the accompanying drawing, for candies, in Class 46, Foods and ingredients of foods.

The trade-mark has been continuously used in the business of said corporation since September, 1913.

The trade-mark is applied or affixed to the

goods, or to the packages containing the same, by placing thereon a printed label on which the trade mark is shown.

Said trade-mark has been registered in Canada, No. 77, folio 18,979, dated October 16, 1918. Joseph P. Hogan, whose postal address is 820 Union Trust Bldg., Rochester, N. Y., is designated as applicant's representative, upon whom process may be served in the United States affecting the ownership of this mark.

LAURA SECORD CONFECTIONS, LTD.,
By FRANK F. O'CONNOR,
Its President.

Int. Cl.: 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office
New Cert.Reg. No. 163,475
Registered Jan. 16, 1923
UG DATE Nov. 21, 1995TRADEMARK
PRINCIPAL REGISTER
REGISTRATION ASSIGNED*Laura Secord*

SOCIETE DES PRODUITS NESTLE S.A.
(SWITZERLAND CORPORATION)
AVENUE NESTLE 55
1800 VEVEY, SWITZERLAND, ASSIGN-
ER BY ASSIGNMENT, CHANGE OF
NAME, CHANGE OF NAME, ASSIGN-
MENT, CHANGE OF NAME, MERGER
AND ASSIGNMENT FROM LAURA
SECORD CONFECTIONS, LTD.
(CANADA CORPORATION) TORON-
TO, PROVINCE OF ONTARIO,
CANADA

OWNER OF CANADA REG. NO. 77,
DATED 10-16-1913.

FOR: CANDIES, IN CLASS 46 (INT.
CL. 30).

FIRST USE 9-0-1913; IN COMMERCE
9-0-1913.

SER. NO. 71-140,868, FILED 6-30-1921.

*In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Nov. 21, 1995.*

COMMISSIONER OF PATENTS AND TRADEMARKS

USPTO Assignments on the Web



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 15

Serial #: 71149868 Filing Dt: 06/20/1921 Reg #: 103825 Reg. Dt: 01/16/1923
 Registrant: Laura Secord Confections, Ltd.
 Mark: LAURA SECORD

Assignment: 1

Reel/Frame: 0276/0562 Received: Recorded: 12/10/1975 Pages: 6
 Conveyance: CHANGE OF NAME
 Assignor: LAURA SECORD CANDY SHOPS LIMITED
 Assignee: AULT FOODS (1975) LTD. - LES ALIMENTS AULT (1975) LTEE
 Exec Dt: 06/11/1975
 Entity Type: UNKNOWN
 Citizenship: NONE
 Entity Type: UNKNOWN
 Citizenship: NONE

Correspondent: FISHER, CHRISTEN & SABOL
 1000 CONN. AVE.
 WASHINGTON, DC 20036
 WASHINGTON, D.C. 20036

Assignment: 2

Reel/Frame: 0331/0082 Received: Recorded: 07/31/1978 Pages: 3
 Conveyance: CHANGE OF NAME
 Assignor: AULT FOODS (1975) LTD. - LES ALIMENTS AULT (1975) LTEE
 Assignee: AULT FOODS LIMITED - LES ALIMENTS AULT LIMITEE
 Exec Dt: 03/31/1978
 Entity Type: UNKNOWN
 Citizenship: NONE
 Entity Type: UNKNOWN
 Citizenship: NONE

Correspondent: FISHER, CHRISTEN & SABOL
 1000 CONNECTICUT AVENUE
 WASHINGTON, DC 20036

Assignment: 3

Reel/Frame: 0453/0385 Received: Recorded: 11/31/1983 Pages: 2
 Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
 Assignor: AULT FOODS LIMITED-LES ALIMENTS AULT LIMITEE
 Assignee: LAURA SECORD LIMITED/LIMITEE
 72 STERLING RD.
 TORONTO, ONTARIO, CANADA M6R 2B6
 Exec Dt: 05/25/1983
 Entity Type: CORPORATION
 Citizenship: CANADA
 Entity Type: CORPORATION
 Citizenship: CANADA

Correspondent: GRAHAM, CAMPAIGN & MCCARTHY
 36 WEST 44TH ST.
 NEW YORK, NY 10036

Assignment: 4

Reel/Frame: 0738/0135 Received: Recorded: 08/23/1990 Pages: 0
 Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
 Assignor: NESTLE ENTERPRISES LIMITED
 Exec Dt: 07/11/1990
 Entity Type: CORPORATION

<http://assignments.uspto.gov/assignments/q?db=tm&q1=rno&reel=&frame=&sno=&rno=0163475&casnr...> 01/24/2008

USPTO Assignments on the Web

Assignee: SOCIETE DES PRODUITS NESTLE S.A.
1800 VEVEY, SWITZERLAND
Correspondent: NESTLE FOODS CORPORATION
100 MANHATTANVILLE ROAD
PURCHASE, NY 10577

Citizenship: CANADA
Entity Type: CORPORATION
Citizenship: SWITZERLAND

Assignment: 5
Reel/Frame: 1926/0357 **Received:** 07/14/1999
Conveyance: SECURITY INTEREST
Assignors: ARCHIBALD CANDY CORPORATION

Recorded: 07/12/1999 **Pages:** 48

SWEET FACTORY GROUP, INC.

SWEET FACTORY, INC.

SF PROPERTIES, INC.

SF CANDY COMPANY

ARCHIBALD CANDY (CANADA) CORPORATION

Assignee: BANK OF NEW YORK THE
101 BARCLAY ST.
NEW YORK, NEW YORK
Correspondent: WINSTON & STRAWN
LAURA KONRATH
35 WEST WACKER DRIVE
33RD FLOOR
CHICAGO, IL 60601

Exec Dt: 06/08/1999
Entity Type: CORPORATION
Citizenship: NONE

Exec Dt: 06/08/1999
Entity Type: CORPORATION
Citizenship: DELAWARE

Exec Dt: 06/08/1999
Entity Type: CORPORATION
Citizenship: DELAWARE

Exec Dt: 06/08/1999
Entity Type: CORPORATION
Citizenship: DELAWARE

Exec Dt: 06/08/1999
Entity Type: CORPORATION
Citizenship: DELAWARE

Exec Dt: 06/08/1999
Entity Type: CORPORATION
Citizenship: CANADA

Entity Type: BANKING CORPORATION
Citizenship: NEW YORK

Assignment: 6
Reel/Frame: 2508/0610 **Received:** 05/20/2002
Conveyance: ASSIGNS THE ENTIRE INTEREST
Assignor: SOCIETE DES PRODUITS NESTLE S.A.

Recorded: 05/13/2002 **Pages:** 3

Assignee: ARCHIBALD CANDY (CANADA) CORPORATION
1137 W. JACKSON
CHICAGO, ILLINOIS 60607
Correspondent: WINSTON & STRAWN
LAURA KONRATH
35 WEST WACKER DRIVE
33RD FLOOR
CHICAGO, IL 60601

Exec Dt: 06/08/1999
Entity Type: UNKNOWN
Citizenship: NONE
Entity Type: CORPORATION
Citizenship: CANADA

Assignment: 7
Reel/Frame: 2513/0691 **Received:** 05/28/2002
Conveyance: ASSIGNS THE ENTIRE INTEREST
ARCHIBALD CANDY (CANADA) CORPORATION

Recorded: 05/21/2002 **Pages:** 9

06/08/1999

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USPTO Assignments on the Web

Assignor:

Assignee: ARCHIBALD CANDY CORPORATION
1107 W. JACKSON
CHICAGO, ILLINOIS 60607

Correspondent: WINSTON & STRAWN
LAURA KONRATH
35 WEST WACKER DRIVE
33RD FLOOR
CHICAGO, IL 60601

Assignment: 8

Reel/Frame: 2539/0065 Received: 06/28/2002

Conveyance: SECURITY INTEREST
Assignor: ARCHIBALD CANDY CORPORATION

Assignee: FOOTHILL CAPITAL CORPORATION
SUITE 3000W
2450 COLORADO AVENUE
SANTA MONICA, CALIFORNIA 90404

Correspondent: KRONISH LIEB WEINER & HELLMAN LLP
INNA FAYENSON, ESQ.
1114 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

Assignment: 9

Reel/Frame: 2519/0137 Received: 11/19/2002

Conveyance: SECURITY INTEREST
Assignor: ARCHIBALD CANDY CORPORATION

Assignee: BNY MIDWEST TRUST COMPANY
2 NORTH LACALLE STREET
CHICAGO, ILLINOIS 60602

Correspondent: KOPES & GRAY
ERIN A. DUGAN
ONE INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110-2624

Assignment: 10

Reel/Frame: 2771/0200 Received: 07/07/2003

Conveyance: SECURITY INTEREST
Assignor: ARCHIBALD CANDY CORPORATION

LAWDA SECORD HOLDINGS CORP.

Assignee: LACALLE BUSINESS CREDIT, LLC
200 SOMERSET CORPORATE BLVD.
BRIDGEWATER, NEW JERSEY 08807

Correspondent: LATHAM & WATKINS LLP
KRISTIN BROZOVIC
233 S. WACKER DRIVE

Exec Dt:

Entity Type: CANADIAN CORP.
Citizenship: NONE
Entity Type: CORPORATION
Citizenship: ILLINOIS

Recorded: 06/24/2002

Pages: 21

Exec Dt: 06/14/2002

Entity Type: CORPORATION
Citizenship: NONE
Entity Type: CORPORATION
Citizenship: CALIFORNIA

Recorded: 11/04/2002

Pages: 9

Exec Dt: 11/01/2002

Entity Type: CORPORATION
Citizenship: DELAWARE
Entity Type: TRUST COMPANY
Citizenship: ILLINOIS

Recorded: 07/02/2003

Pages: 14

Exec Dt: 06/25/2003

Entity Type: CORPORATION
Citizenship: DELAWARE

Exec Dt: 06/25/2003

Entity Type: CORPORATION
Citizenship: DELAWARE

Entity Type: LIMITED LIABILITY COMPANY
Citizenship: DELAWARE

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SUITE 5800
CHICAGO, IL 60606

Assignment: 11

Reel/Frame: 2877/098Z

Received: 07/02/2003

Recorded: 07/02/2003

Pages: 13

Conveyance: TRADEMARK SECURITY AGREEMENT

Assignor: ARCHIBALD CANDY CORPORATION

Exec Dt: 06/26/2003
Entity Type: CORPORATION
Citizenship: DELAWARE
Entity Type: CORPORATION
Citizenship: CAYMAN ISLANDS

Assignee: DELAWARE STREET CAPITAL FUND, L.P.
900 NORTH MICHIGAN AVENUE, SUITE 1900
CHICAGO, ILLINOIS 60611

Correspondent: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
JOSEPH CHALOM, Esq.
FOUR TIMES SQUARE
NEW YORK, NY 10036

Assignment: 12

Reel/Frame: 2283/0658

Received: 07/22/2003

Recorded: 07/21/2003

Pages: 17

Conveyance: REH FASE OF SECURITY AGREEMENT

Assignor: WELLS FARGO CREDIT, INC.

Exec Dt: 07/10/2003
Entity Type: CORPORATION
Citizenship: CALIFORNIA
Entity Type: CORPORATION
Citizenship: DELAWARE

Assignees: ARCHIBALD CANDY CORPORATION
1137 WEST JACKSON BLVD.
CHICAGO, ILLINOIS 60607
LAURA SECORP HOLDINGS CORP.
1137 WEST JACKSON BLVD.
CHICAGO, ILLINOIS 60607

Correspondent: MCDERMOTT, WILL & EMERY
JOHN G. DIEBIKIS
227 WEST MONROE STREET, SUITE 1100
CHICAGO, IL 60606

Entity Type: CORPORATION
Citizenship: DELAWARE

Assignment: 13

Reel/Frame: 2934/0712

Received: 09/10/2004

Recorded: 09/10/2004

Pages: 43

Conveyance: SECURITY AGREEMENT

Assignor: 3091272 NOVA SCOTIA, INC.

Exec Dt: 08/09/2004
Entity Type: CORPORATION
Citizenship: DISTRICT OF COLUMBIA
Entity Type: CORPORATION
Citizenship: MASSACHUSETTS

Assignee: RETAIL FUNDING, INC.
40 BROAD STREET, 11TH FLOOR
BOSTON, MASSACHUSETTS 02109

Correspondent: CHRISTOPHER E. KUNDRACKI
2001 JEFFERSON DAVIS HIGHWAY
SUITE 1007
ARLINGTON, VA 22202

Assignment: 14

Reel/Frame: 3024/0087

Received: 11/04/2004

Recorded: 11/01/2004

Pages: 2

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: ARCHIBALD CANDY CORPORATION

Exec Dt: 10/22/2004
Entity Type: CORPORATION
Citizenship: DELAWARE
Entity Type: CORPORATION
Citizenship: NOVA SCOTIA

Assignee: 3091279 NOVA SCOTIA, INC.
1 VALLEYBROOK DRIVE, SUITE 302
TORONTO, ONTARIO M9B 2S7, CANADA

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Correspondent: HINCKLEY, ALLEN & SNYDER, LLC
DEBORAH L. REYSON
28 STATE STREET
BOSTON, MA 02109-1775

Assignment: 15
Reel/Frame: 2656/0084 **Received:** 11/06/2007
Conveyance: TRADEMARK SECURITY AGREEMENT
Assignors: 3095084 NOVA SCOTIA LIMITED

Recorded: 11/06/2007

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3091779 NOVA SCOTIA INC.

LAURA SECOR, GP

Assignee: ARES CAPITAL CORPORATION
280 PARK AVENUE, 22ND FLOOR EAST
NEW YORK, NEW YORK 10017

Correspondent: PAULA A. MAZZEO
150 FEDERAL STREET
C/O BINGHAM MCCUTCHEN LLP
BOSTON, MA 02110

Exec Dt: 11/02/2007
Entity Type: CORPORATION
Citizenship: CANADA

Exec Dt: 11/02/2007
Entity Type: CORPORATION
Citizenship: CANADA

Exec Dt: 11/02/2007
Entity Type: PARTNERSHIP
Citizenship: CANADA
Entity Type: CORPORATION
Citizenship: MARYLAND

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