

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hammond's Candies Since 1920, LLC		04/11/2007	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Hammond's Candies Since 1920 II, LLC
Street Address:	5735 N.Washington St.
City:	Denver
State/Country:	COLORADO
Postal Code:	80216
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2935623	BUTTERSCOTCH WAFFLES
Registration Number:	2925425	CHICKEN BONES
Registration Number:	3194077	COCOA STIRRERS
Registration Number:	2926328	COFFEE PUFFS
Registration Number:	2509690	CRYSTAL CUTS
Registration Number:	2342663	HAMMOND'S CANDIES
Registration Number:	2968409	ICED TEA SIPPERS
Registration Number:	2702343	LICKETY STIX
Registration Number:	2425066	MITCHELL SWEETS
Serial Number:	78734560	PEEL-AWAY
Registration Number:	2953256	SATIN FINISH
Registration Number:	3278725	MELLOW FLUFFS
Registration Number:	1724734	AMERICAN CANDY COMPANY

OP \$340.00 2935623

CORRESPONDENCE DATA

Fax Number: (303)861-2746
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-861-5300
Email: csmith@inmanflynn.com
Correspondent Name: Cynthia R. Smith
Address Line 1: 1660 Lincoln St., Suite 1700
Address Line 4: Denver, COLORADO 80264

NAME OF SUBMITTER:	Cynthia R. Smith
Signature:	/Cynthia R. Smith/
Date:	06/24/2008

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS made as of June 24, 2008 by Hammond's Candies Since 1920, LLC, a Colorado limited liability company ("Assignor") to Hammond's Candies Since 1920 II, LLC, a Colorado limited liability company (Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase and Contribution Agreement dated April 11, 2007 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor the Intangible Assets (as defined in the Agreement). Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

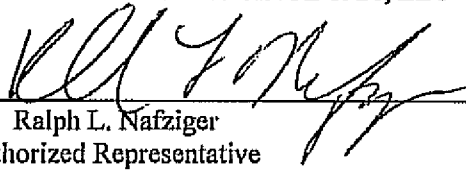
In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered trademarks, trademark applications and trade names, including without limitation the trademarks and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

HAMMOND'S CANDIES SINCE 1920, LLC

By: 
Name: Ralph L. Nafziger
Its Authorized Representative

STATE OF Colorado)
COUNTY OF Adams) ss:

On this 24 day of June 2008, before me, Ralph Nafziger personally appeared as an Authorized Representative of Hammond's Candies Since 1920, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

My Commission expires: 6-19-10



Linda McAlexander
Notary Public

EXHIBIT A
TRADEMARKS

HAMMOND'S CANDIES SINCE 1920, LLC
STATUS OF US TRADEMARKS – Registered and Pending

Trademark	Registration or Serial No.	Class and Goods Registered
AMERICAN CANDY COMPANY and design	1,724,734	Class 30, candy
BUTTERSCOTCH WAFFLES	2,935,623	Class 30, Candy
CHICKEN BONES	2,925,425	Class 30, Candy
COCOA STIRRERS	3,194,077	Class 30, candy
COFFEE PUFFS	2,926,328	Class 30, Candy
CRYSTAL CUTS	2,509,690	Class 30; Hard Candy
HAMMOND'S CANDIES	2,342,663	Class 30, Candy
ICED TEA SIPPERS	2,968,409	Class 30, Candy
LICKETY STIX	2,702,343	Class 30; Hard Candy
MITCHELL SWEETS	2,425,066	Class 30, Candy
PEEL-AWAY	Serial No. 78/734,560	Class 30, Chocolate Candies
SATIN FINISH	2,953,256	Class 30, Candy
MELLOW FLUFFS	3,278,725	Class 30; Candy