

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America		11/19/2004	Insurance Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Hospitality Mints LLC		
Street Address:	213 Candy Lane		
City:	Boone		
State/Country:	NORTH CAROLINA		
Postal Code:	28607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0570290	HOSPITALITY CHOCOLATES	
Registration Number:	2273353	HOSPITALITY MINTS	
Registration Number:	2273365	HOSPITALITY MINTS BY NORTH STATE FOODS, INC.	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Elizabeth A Stafford, IP Specialist		
Address Line 1:	2001 Ross Avenue, Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023294.0102		
NAME OF SUBMITTER:	Elizabeth A Stafford		

OP \$90.00 0570290

Signature:

/Elizabeth A Stafford, IP Specialist/

Date:

07/16/2008

Total Attachments: 4

source=letter#page1.tif

source=letter#page2.tif

source=letter#page3.tif

source=letter#page4.tif

November 19, 2004 ric.abel@prudential.com

Hospitality Mints LLC
213 Candy Lane
Boone, North Carolina 28607
Attention: Allen J. Peterson

Texas Capital Bank, National Association
2100 McKinney, Suite 900
Dallas, Texas 75201
Attention: Paul Howell

American Capital Financial Services, Inc.
2200 Ross Avenue, Suite 4500W
Dallas, Texas 75201
Attention: Jeffrey N. MacDowell

Re: Subordinated Note and Preferred Securities Purchase Agreement (the "**Purchase Agreement**") and Note Agreement (the "**Note Agreement**"), each dated June 28, 2000, by and among LIF Hospitality Mints LLC, a Delaware limited liability company (now known Hospitality Mints LLC) (the "**Company**") and The Prudential Insurance Company of America ("**Purchaser**").

Ladies and Gentlemen:

Reference is made to the Senior Floating Rate Secured Revolving Notes and Senior Floating Rate Secured Term Notes issued by the Company to Purchaser, in the aggregate original principal amounts of \$2,000,000 and \$16,000,000, respectively, pursuant to the Note Agreement (the "**Senior Notes**"), and the Senior Secured Subordinated Notes, issued by the Company to Purchaser, in the aggregate original principal amount of \$8,000,000, pursuant to the Purchase Agreement (the "**Subordinated Notes**", and together with the Senior Notes, the "**Notes**"). The Company has advised the Purchaser that the Company desires to prepay all of the amounts, including but not limited to, principal, interest, Yield-Maintenance Amount (as defined in the Purchase Agreement), expenses, fees or other charges or reimbursements, owing by the Company to the Purchaser (collectively, the "**Payoff Amount**"). This letter acknowledges and confirms that the Payoff Amount, if we receive payment in full thereof in immediately available funds at the account set forth below on or before 4:00 p.m. (New York City time) on the date hereof, is \$13,442,592.00, plus, for any amount received after 4:00 p.m. (New York City time) on the date hereof, \$795.00 per day in interest on the Senior Notes and \$2,889.00 in interest on the Subordinated Notes, in each case, for each day thereafter to the Business Day on which such payment is received by 1:00 p.m. (New York City time) by Prudential.

Hospitality Mints LLC
Texas Capital Bank, National Association
American Capital Financial Services, Inc.
November 19, 2004
Page 2

Payment of the Payoff Amount shall be made via wire transfer of immediately available federal funds to the following account:

Name:	The Prudential Insurance Company of America
Bank:	The Bank of New York
ABA No.:	021-000-018
Bank Acct. No.:	890-0304-391
Reference:	Hospitality Mints LLC
Attention:	Katrina Jones (973-367-2118)

The Payoff Amount shall be delivered by wire transfer in accordance with the wiring instructions set forth above and must be received by Purchaser in accordance with the instructions set forth above on or before 1:00 p.m. (New York City time). Upon receipt of the Payoff Amount in accordance with the instructions set forth above and in consideration thereof, (a) all liens and security interests of the Purchaser in all assets and properties of the Company are hereby automatically and with no further action released and terminated in full, (b) the Purchaser hereby authorizes the Company and/or Texas Capital Bank, National Association, national banking association ("TCB"), and/or American Capital Financial Services, Inc., a Delaware corporation ("ACFS"), or their respective counsel to terminate or evidence the termination of any and all security interests, liens, mortgages and other encumbrances that the undersigned has or may have against any of the assets of the Company securing the Notes, including, but not limited to, the security interests at any time perfected by Uniform Commercial Code financing statements, created by mortgages and/or referenced in or related to filings with the United States Patent and Trademark Office or other governmental agency relating to intellectual property, (c) the Purchaser will, at the expense of the Company (including the fees and expenses of Purchaser's attorneys), terminate and evidence the termination of any other lien or control it has on any assets of the Company that serve as security for the obligations of the Company under the Notes, the Purchase Agreement, the Note Agreement or any documents executed in connection therewith, and (d) the Purchaser agrees, at the expense of the Company (including the fees and expenses of Purchaser's attorneys), to execute, acknowledge and deliver all such other releases, documents and instruments as may be reasonably requested by the Company, TCB, ACFS from time to time, in form and substance reasonably acceptable to the Company, TCB or ACFS, as applicable.

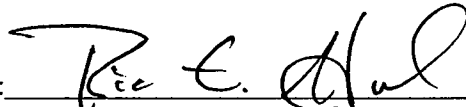
Purchaser agrees that the execution and delivery by the Company of the documents, agreements, instruments and certifications required by TCB and/or ACFS in connection with the closing and funding of the transaction contemplated by the Credit Agreement and/or the ACFS Purchase Agreement (collectively, the "Delivery") shall be deemed to occur simultaneously with

Hospitality Mints LLC
Texas Capital Bank, National Association
American Capital Financial Services, Inc.
November 19, 2004
Page 3

the receipt of the Payoff Amount provided that Purchaser receives the Payoff Amount on the same day as the Delivery.

Sincerely,

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA**

By:  **TPD**
Name: Ric E. Abel
Title: Vice President

ACKNOWLEDGED AND AGREED TO
as of the date first written above.

HOSPITALITY MINTS LLC

By: _____
Name: _____
Title: _____

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: _____
Paul Howell
Vice President

AMERICAN CAPITAL FINANCIAL SERVICES, INC.

By: _____
Jeffrey N. MacDowell
Vice President


Sincerely,

**THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA**

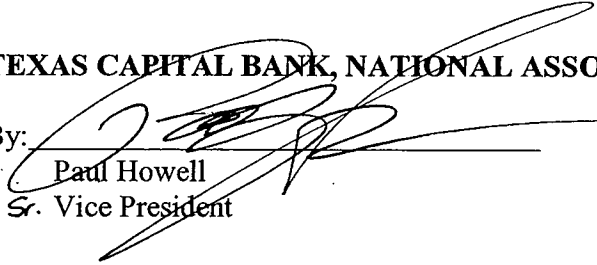
By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO
as of the date first written above.

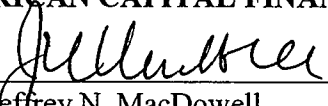
HOSPITALITY MINTS LLC

By:  _____
Name: _____
Title: _____

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By:  _____
Paul Howell
Sr. Vice President

AMERICAN CAPITAL FINANCIAL SERVICES, INC.

By:  _____
Jeffrey N. MacDowell
Vice President