

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New England Confectionery Company, Inc.		08/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Core Business Credit, LLC		
Street Address:	8080 N. Central Expressway		
Internal Address:	No. 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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	

CH \$1190.00 0035212

900113568

TRADEMARK
REEL: 003833 FRAME: 0271

Registration Number:	0644513	V.I.P.
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
Serial Number:	75378940	CANDY HOUSE CANDY BUTTONS
Serial Number:	75268339	SWEET TALK
Serial Number:	75523918	SWEET TALK
Serial Number:	75397757	ULTRA
Serial Number:	76532076	NECCO
Serial Number:	76583926	SLAP STIX
Serial Number:	78294381	IMAGINATION CONFECTIONS
Serial Number:	78312328	BRINGING MAGIC TO CANDY
Serial Number:	78298641	IMAGINATION CONFECTIONS
Serial Number:	78447411	SWEETHEARTS
Serial Number:	76666975	SWEETHEARTS

CORRESPONDENCE DATA

Fax Number: (212)801-6400

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

Phone: 214-242-5802

Email: falbyo@gtlaw.com

Correspondent Name: Paul E. Martin

Address Line 1: 8080 N. Central Expressway

Address Line 2: No. 800

Address Line 4: Dallas, TEXAS 75206

ATTORNEY DOCKET NUMBER:	113333.010200
NAME OF SUBMITTER:	Paul E. Martin
Signature:	/PEM/
Date:	08/12/2008

Total Attachments: 12

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**PATENT, COPYRIGHT AND TRADEMARK
SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of August 8, 2008 between **NEW ENGLAND CONFECTIONERY COMPANY, INC.**, a Delaware corporation ("Assignor") and **CORE BUSINESS CREDIT, LLC**, a Delaware limited liability company ("Secured Party"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

A. Assignor and Secured Party have entered into that certain Loan and Security Agreement dated as of August 8, 2008, pursuant to which Secured Party has agreed to extend credit to Assignor on the terms and conditions set forth therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. In order to induce Secured Party to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition-thereto, Assignor is required to execute and deliver to Secured Party this Agreement and pursuant hereto to assign and grant to Secured Party a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of Assignor's right, title, and interest in (i) the Copyrights listed on Schedule A hereto (the "Copyrights"), (ii) the Patents listed on Schedule A hereto (the "Patents"), (iii) the Trademarks listed on Schedule A hereto (the "Trademarks") (iv) the Domain Names listed on Schedule A hereto (the "Domain Names"), and (v) any other Proprietary Rights and intellectual property of Assignor (the "Other Assets"), including without limitation, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, Trademarks and Domain Names (collectively, the Copyrights, the Patents, the Trademarks, the Domain Names and the Other Assets shall be called the "Intellectual Property Collateral"). Any such Intellectual Property Collateral that is registered or has a pending application is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As collateral security for the prompt and punctual payment and performance of the Obligations by Assignor and for the prompt performance by Assignor of its obligations and undertakings under this Agreement, Assignor hereby grants to Secured Party, its successors and assigns, a security interest in all of the Intellectual Property Collateral, whether now owned or hereafter acquired by Assignor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party.

2. Assignor covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list as of the date hereof of all of Assignor's intellectual property that is registered or has a pending application.

(b) Assignor is the sole and exclusive owner of all of the Intellectual Property Collateral, free and clear of all liens and encumbrances, except for Permitted Liens and the security interest and assignment created by this Agreement and the other Loan Documents. It is understood and agreed that Assignor may, as part of its business, grant licenses to third parties to use Intellectual Property Collateral owned or developed by Assignor. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property Collateral. Assignor will defend the right, title and interest in and to all Intellectual Property Collateral material to its business against any and all claims of any third parties.

(c) The Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and as of the date hereof Assignor has not received any claim in writing by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(d) Execution, delivery and performance of this Agreement by Assignor does not, in any material respect (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances upon any of the Intellectual Property Collateral, under any agreement to which Assignor is a party or by which Assignor is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

(e) Assignor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in its manufacture of the products sold under the Trademarks or utilizing any Patents, Copyrights, or Other Assets.

(f) Assignor shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of the Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of the Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

(g) If Secured Party deems it necessary to perfect Secured Party's interest in the Intellectual Property Collateral conveyed hereunder, Assignor shall cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or

agency of the United States of America, as applicable, and, except for these filings, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Assignor or (ii) for the perfection or the exercise by Secured Party of its rights and remedies hereunder.

(h) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Assignor with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

3. Assignor hereby grants to Secured Party and its employees, representatives and agents the right to visit during regular business hours upon reasonable notice any of Assignor's plants and facilities that manufacture, inspect or store products that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto, *provided* that Secured Party shall not interfere with the daily operations of Assignor. Notwithstanding the foregoing, Assignor hereby acknowledges and agrees that nothing in this Section 3 shall in any way expand, limit or otherwise modify any of the rights of Secured Party under the Loan Agreement.

4. Assignor agrees that, until all of the Obligations of Assignor under the Loan Documents shall have been satisfied in full, except as permitted by any other Loan Document, Assignor will not sell, assign, transfer or sub-license any of its rights or interests hereunder, or enter into any other agreement which is inconsistent with Assignor's obligations hereunder, without the prior written consent of Secured Party.

5. If, before the Obligations of the Assignor shall have been satisfied in full, Assignor shall obtain rights to any new Copyrights, Patents, Trademarks, Domain Names or Other Assets not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Copyrights, Patents, Trademarks, Domain Names or Other Assets is made, Assignor shall give Secured Party prompt written notice thereof.

6. Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Copyrights, Patents, Trademarks, Domain Names or Other Assets which are registered or have a pending application (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority) without the necessity of Assignor's approval or signature to such amendment, and Assignor shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Assignor set forth herein shall be deemed to be restated by Assignor as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made

on such date.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Secured Party and Assignor, as determined in good faith by Secured Party, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses payable by Assignor in accordance with the Loan Agreement (including all reasonable out-of-pocket expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations of Assignor. Any remainder of the proceeds after payment in full of the Obligations of Assignor shall be paid over to Assignor. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Assignor at least ten (10) days (or such longer period as required by applicable law) before the time of any intended public or private sale or other disposition thereof is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. Subject to the terms of the Loan Agreement, at such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Assignor all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as may be necessary or proper to release Secured Party's security interest in and/or re-vest in Assignor full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable out-of-pocket attorneys' fees and legal expenses incurred by Secured Party in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Assignor on demand by Secured Party.

10. Assignor agrees to take, at its own expense, commercially reasonable steps to pursue diligently any applications related to any Intellectual Property Collateral material to Assignor's business pending as of the date of this Agreement or thereafter until the Obligations of the Assignor shall have been paid in full, and to make

federal application on registrable but unregistered Trademarks, Copyrights or Patents. Any expenses incurred in connection therewith shall be borne by Assignor. Except as permitted by the Loan Agreement, Assignor shall not abandon or dedicate to the public any of the Intellectual Property Collateral material to its business, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral material to its business or loss of or adverse effect on any rights in any part of the Intellectual Property Collateral material to its business, without the consent of Secured Party, which consent shall not be unreasonably withheld.

11. Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Secured Party for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this Section 11 in accordance with the terms of the Loan Agreement.

12. If an Event of Default has occurred and is continuing under the Loan Agreement, Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until this Agreement shall terminate pursuant to the terms herein.

13. If Assignor fails to comply with any of its obligations hereunder after reasonable request by Secured Party and after giving effect to any applicable grace periods, Secured Party may do so in Assignor's name or in Secured Party's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Secured Party in full for all out-of-pocket expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

14. This Agreement is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the

United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Assignor with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Assignor) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

15. No course of dealing between Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. Governing Law; Venue.

(a) This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

(b) Any legal action or proceeding with respect to this Agreement may be brought in the courts of the State of Texas or in the United States District Court for the Northern District of Texas, and by execution and delivery of this Agreement, each of Assignor and Secured Party consents to the non-exclusive jurisdiction of those courts. Each of Assignor and Secured Party irrevocably waives any objection, including any objection to venue on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction. Notwithstanding the foregoing, Secured Party shall have the right to bring any action or proceeding against Assignor or its property in the courts of any other jurisdiction Lender deems necessary or appropriate in order to exercise remedies with respect to the Collateral.

22. Waiver of Jury Trial. ASSIGNOR AND SECURED PARTY EACH IRREVOCABLY WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY KIND BROUGHT BY EITHER AGAINST THE OTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. ASSIGNOR AND SECURED PARTY EACH AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, WHETHER OR NOT SPECIFICALLY SET FORTH THEREIN.

23. Indemnity and Expenses. In addition to, but not in qualification or limitation of, any similar obligations under other Loan Documents:

(A) ASSIGNOR WILL INDEMNIFY LENDER FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES AND LIABILITIES ARISING OUT OF OR RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY, WHETHER BROUGHT BY A THIRD PARTY OR BY ASSIGNOR, AND REGARDLESS OF WHETHER ANY INDEMNITEE IS A PARTY THERETO, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE NEGLIGENCE OF THE INDEMNITEE; PROVIDED THAT SUCH INDEMNITY SHALL NOT, AS TO ANY INDEMNITEE, BE AVAILABLE TO THE EXTENT THAT SUCH LOSSES, CLAIMS, DAMAGES, LIABILITIES OR RELATED

EXPENSES (X) ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION BY FINAL AND NONAPPEALABLE JUDGMENT TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE OR (Y) RESULT FROM A CLAIM BROUGHT BY ASSIGNOR AGAINST AN INDEMNITEE FOR BREACH IN BAD FAITH OF SUCH INDEMNITEE'S OBLIGATIONS HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT, IF SUCH ASSIGNOR HAS OBTAINED A FINAL AND NONAPPEALABLE JUDGMENT IN ITS FAVOR ON SUCH CLAIM AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

(B) ASSIGNOR WILL UPON DEMAND PAY TO SECURED PARTY THE AMOUNT OF ANY AND ALL REASONABLE OUT-OF-POCKET COSTS AND EXPENSES, INCLUDING THE FEES AND DISBURSEMENTS OF SECURED PARTY'S COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH SECURED PARTY MAY INCUR IN CONNECTION WITH (A) THE TRANSACTIONS WHICH GIVE RISE TO THIS AGREEMENT, (B) THE PREPARATION OF THIS AGREEMENT AND THE PERFECTION AND PRESERVATION OF THIS SECURITY INTEREST CREATED UNDER THIS AGREEMENT, (C) THE ADMINISTRATION OF THIS AGREEMENT; (D) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY INTELLECTUAL PROPERTY COLLATERAL; (E) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF SECURED PARTY HEREUNDER; OR (F) THE FAILURE BY ASSIGNOR TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF, EXCEPT EXPENSES RESULTING FROM SECURED PARTY'S GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT.

24. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signatures of this Agreement shall have the same force and effect as original signatures.

25. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

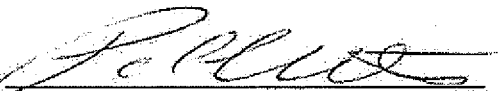
ASSIGNOR:

**NEW ENGLAND CONFECTIONERY
COMPANY, INC.**

By: *Domenic M. Antonellis*
Name: Domenic Antonellis
Title: President & C.E.O.

SECURED PARTY:

CORE BUSINESS CREDIT, LLC

By: 

Name: Paul E. Martin

Title: Executive Vice President
And Chief Credit Officer

REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

Registered U.S. Trademarks:

U.S. REGISTRATION						
Jurisdiction	Trademark	Status	Appln #:	Filing Date	Reg.	Reg. Date
US	PEACH BLOSSOMS	REGISTERED	70/035212	11-Sep-1900	0035212	09-Oct-1900
US	NECCO SWEETS AND Design	REGISTERED	71/005764	12-May-1905	0049239	30-Jan-1906
US	NECCO	REGISTERED	71/005724	15-May-1905	0049295	30-Jan-1906
US	BOLSTERS	REGISTERED	71/034481	30-Apr-1908	0070260	18-Aug-1908
US	CHASE AND DESIGN	REGISTERED	71/036079	13-Jul-1908	0072494	26-Jan-1909
US	CANADA, STYLIZED	REGISTERED	71/036080	13-Jul-1908	0072495	26-Jan-1909
US	MARY JANE	REGISTERED	71/069682	09-Apr-1913	0095225	03-Feb-1914
US	BEAUTY HEARTS	REGISTERED	71/154831	31-Oct-1921	0156027	13-Jun-1922
US	DESIGN(LITTLE GIRL)	REGISTERED	71/162561	19-Apr-1922	0178993	05-Feb-1924
US	SKY BAR	REGISTERED	71/398484	14-Oct-1937	0355165	08-Mar-1938
US	CANDY CUPBOARD	REGISTERED	71/448735	18-Nov-1941	0431556	29-Jul-1947
US	LOVELL AND COVEL CANDY CUPBOARD CHOCOLATES	REGISTERED	71/458077	21-Jan-1943	0431557	29-Jul-1947
US	CANADA	REGISTERED	71/540443	07-Nov-1947	0525887	06-Jun-1950
US	VIP	REGISTERED	71/687399	12-May-1955	0644513	23-Apr-1957
US	NECCO	REGISTERED	72/112855	31-Jan-1961	0721683	19-Sep-1961
US	SUNNY CHEWS	REGISTERED	72/138797	28-Feb-1962	0742731	25-Dec-1962
US	CLARK	REGISTERED	73/011924	23-Jan-1974	1001117	07-Jan-1975
US	DERAN	REGISTERED	73/013528	13-Feb-1974	1013629	17-Jun-1975
US	MASTERPIECES	REGISTERED	73/085382	28-Apr-1976	1053706	30-Nov-1976
US	OLD FASHIONED CANDY BUTTONS AND DESIGN	REGISTERED	73/275973	29-Aug-1980	1251252	13-Sep-1983
US	HAVILAND AND DESIGN	REGISTERED	73/480981	18-May-1984	1343064	18-Jun-1985
US	GUMMI GHOSTS	REGISTERED	73/490977	23-Jul-1984	1382557	11-Feb-1986
US	MIGHTY MALTS	REGISTERED	73/545309	27-Jun-1985	1382579	11-Feb-1986
US	MARY JANE AND DESIGN	REGISTERED	73/559725	23-Sep-1985	1393466	13-May-1986
US	DESIGN(TWO LIONS-LOGO)	REGISTERED	73/607936	03-Jul-1986	1439372	12-May-1987
US	BUNNY HOUSE	REGISTERED	73/577670	13-Jan-1986	1446663	07-Jul-1987
US	HAVILAND	REGISTERED	73/607935	03-Jul-1986	1470821	29-Dec-1987
US	BUSTER	REGISTERED	73/552449	08-Aug-1985	1471545	05-Jan-1988
US	SWEETHEARTS	REGISTERED	73/709101	02-Feb-1988	1551153	08-Aug-1989
US	CANDY RAISINS	REGISTERED	73/821246	24-Aug-1989	1666867	03-Dec-1991
US	STARK	REGISTERED	74/328031	03-Nov-1992	1776691	15-Jun-1993
US	MEGA MIGHTY MALTS	REGISTERED	74/716905	17-Aug-1995	2046613	18-Mar-1997
US	GOOSE EGGS	REGISTERED	74/716888	17-Aug-1995	2058251	29-Apr-1997
US	MIGHTY MINTS	REGISTERED	75/169457	20-Sep-1996	2097638	16-Sep-1997
US	MIGHTY MALTS	REGISTERED	75/166923	16-Sep-1996	2101335	30-Sep-1997
US	SWEETHEARTS	REGISTERED	75/145525	05-Aug-1996	2172266	14-Jul-1998

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

U.S. REGISTRATION						
Jurisdiction	Trademark	Status	Appln #:	Filing Date	Reg.	Reg. Date
US	CANDY HOUSE CANDY BUTTONS	REGISTERED	75/378940	24-Oct-1997	2195932	13-Oct-1998
US	SWEET TALK	REGISTERED	75/268339	01-Apr-1997	2201072	03-Nov-1998
US	SWEET TALK	REGISTERED	75/523918	22-Jul-1998	2259589	06-Jul-1999
US	ULTRA	REGISTERED	75/397757	01-Dec-1997	2455681	29-May- 2001
US	NECCO AND DESIGN	REGISTERED	76/532076	14-Jul-2003	2853275	15-Jun-2004
US	SLAP STIX	REGISTERED	76/583926	26-Mar-2004	2937572	05-Apr-2005
US	IMAGINATION CONFECTIONS	REGISTERED	78/294381	29-Aug-2003	2940892	12-Apr-2005
US	BRINGING MAGIC TO CANDY	REGISTERED	78/312328	10-Oct-2003	2945264	26-Apr-2005
US	IMAGINATION CONFECTIONS	REGISTERED	78/298641	10-Sep-2003	2995871	13-Sep-2005
US	SWEETHEARTS	REGISTERED	78/447411	08-Jul-2004	3127752	08-Aug-2006
US	SWEETHEARTS	REGISTERED	76/666975	04-Oct-2006	3270829	31-Jul-2007

Registered International Trademarks

INTERNATIONAL REGISTRATION						
Jurisdiction	Trademark	Status	Appln #	Filing Date	Reg	Reg. Date
Canada	SKY BAR	REGISTERED	314383	28-Jun-1968	TMA 165610	10-Oct-1969
Canada	NECCO	REGISTERED	1111410	01-Aug-2001	TMA 581150	09-May-2003
Canada	MARY JANE	REGISTERED	991060	23-May-1930	NFLD1060	23-May-1922
Canada	MARY JANE	REGISTERED	593484	15-Oct-1987	TMA 368099	27-Apr-1990
Canada	SWEET TALK	REGISTERED	839891	19-Mar-1997	TMA 514661	17-Aug-1999
Canada	CLARK	REGISTERED	367803	05-Sep-1973	TMA 237624	30-Nov-1979
Canada	CLARK	REGISTERED	315133	08-Aug-1968	TMA 231953	23-Feb-1979
Mexico	BRINGING MAGIC TO CANDY				838455	18-Jun-2004
Mexico	IMAGINATION CONFECTIONS				868091	23-Feb-2005
Mexico	IMAGINATION CONFECTIONS				903931	19-Oct-2005
Community Trademark	BRINGING MAGIC TO CANDY		003600781			26-Apr-2005
Community Trademark	IMAGINATION CONFECTIONS		003598851			22-Jul-2005

DAL 76,751,259V4

RECORDED: 08/12/2008

TRADEMARK
REEL: 003833 FRAME: 0285