

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

6737-116

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Hospitality Mints LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Delaware Limited Liability Co.

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 19, 2008

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Madison Capital Funding LLC,

Internal _____ as agent

Address: _____

Street Address: 30 S. Wacker

City: Chicago

State: IL

Country: USA Zip: 60606

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290

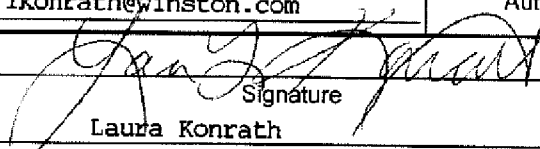
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:



Signature

Laura Konrath

Name of Person Signing

8/25/08

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$290.00 232428 2273353

Continuation
Item 4

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS REGISTRATIONS

	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1	Hospitality Mints (Words Only)	2,273,353	8/31/99
2	Hospitality Mints (with Leaf Design)	3,026,234	12/13/05
	Thanks A Mint	84,731	8/14/87 (probably stale)
3	Tailgate Mints	2,906,928	11/30/04
4	Sports Mints	2,813,955	2/10/04
5	Party Sweets (color)	2,937,414	4/5/05
6	Party Sweets (black and white)	3,012,750	11/8/05
7	Party Flavors (black and white)	3,025,956	12/13/05
8	The Mint (Not in Use)	2,782,555	11/11/03
9	Sweet Creams (Not in Use)	2,962,654	6/14/05
10	Almighty Mints (Not in Use)	2,602,787	7/30/02
11	Blue Ridge Mints (Not in Use)	2,602,788	7/30/02

The Grantor uses the slogan "The perfect compliMINT, all wrapped up!", but has not registered such trademark.

TRADEMARK APPLICATIONS

None.

Execution Version

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Hospitality Mints LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of August 19, 2008 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantce and Collateral Agreement dated as of August 19, 2008 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14th day of August, 2008.

HOSPITALITY MINTS LLC

By: HOSPITALITY MINTS, INC., as Managing Member


By: Michael J. Fennell
Title: TREASURER

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF OHIO

)SS.

COUNTY OF CUYAHOGA

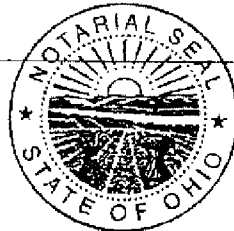
I, Rachel Ann Sabato, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Michael J. Faremouth, of Hospitality Mints LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that s/he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of August, 2008.



Notary Public

My Commission Expires:



RACHEL ANN SABATO
Notary Public, State of Ohio
My Commission Expires
March 13, 2010

TRADEMARK

REEL: 003842 FRAME: 0625


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19th day of August, 2008.

HOSPITALITY MINTS LLC
By: HOSPITALITY MINTS, INC., as
Managing Member

By: _____
Name:
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Kevin C Bolash
Title: Vice President

Signature Page to Trademark Security Agreement

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TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

1. Authorized Manufacturer's Agreement between Collegiate Licensing Company ("CLC") and Hospitality Mints LLC, dated October 23, 2007.
2. Exclusive License and Vendor-Purchaser Agreement between Espresso Best, Inc. ("Espresso") and Hospitality Mints LLC.
3. Independent Contractor Statement of Exclusivity and Assignment Agreement between Spirit Products ("Spirit") and Hospitality Mints LLC, dated May 31, 2005.
Schedule B- Agreement between Spirit Products ("Spirit"), the University of Southern California ("USC") and Hospitality Mints LLC.
4. Vendor Terms and Conditions between Amazon Fulfillment Services, Inc. ("Amazon") and Hospitality Mints LLC, dated August 8, 2008.