

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY																																							
CONVEYING PARTY DATA																																								
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Registration Number:	2040233	AMERICAN HOMESTEAD COLLECTION BY FANNY FARMER
Registration Number:	2221712	DEBUTANTES
Registration Number:	1483724	
Registration Number:	0998022	FF
Registration Number:	0126844	FANNY FARMER
Registration Number:	0578907	FANNY FARMER
Registration Number:	0904804	FANNY FARMER
Registration Number:	0905819	FANNY FARMER
Registration Number:	1375189	FANNY FARMER
Registration Number:	1392552	FANNY FARMER
Registration Number:	1393461	FANNY FARMER
Registration Number:	1770031	FANNIE FARMER

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-408-3121 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	736962
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	09/26/2008

Total Attachments: 7

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of May 1, 2006 ("Effective Date") by and among FANNIE MAY CONFECTIONS, INC., a Delaware corporation (the "Grantor"), and DELAWARE STREET CAPITAL MASTER FUND, L.P. (assignee of JPMorgan Chase Bank, N.A., as successor by merger to Bank One, NA ("JPMorgan")), as agent ("Grantee") for the Lenders (as defined below).

WHEREAS, the Grantor entered into that Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, certain affiliates of the Grantor, the financial institutions from time to time party thereto (the "Prior Lenders") and JPMorgan, pursuant to which the Prior Lenders provided loans and other financial accommodations to the Grantor;

WHEREAS, pursuant to the terms of a Trademark Security Agreement dated as of April 16, 2004 (as the same was amended, restated, supplemented or otherwise modified from time to time to July 6, 2005, the "Original Trademark Security Agreement"), by and between the Grantor and JPMorgan, the Grantor granted to JPMorgan, for the benefit of JPMorgan and the Prior Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all of the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks," all of which are listed on Schedule A attached hereto), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, JPMorgan assigned to the Grantee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) including, without limitation, each and every security interest in and lien on the assets of the Grantor granted to JPMorgan under the Loan Documents including, without limitation, the Original Trademark Security Agreement (the "Assignment and Assumption"), pursuant to that certain Assignment, Assumption, Payoff and Reaffirmation Agreement (as amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), dated as of July 6, 2005, by and among the Prior Agent, the Prior Lenders, Chase Equipment Leasing Inc., the Grantor, certain affiliates of the Grantor and the Grantee (pursuant to which the Grantee was deemed to be a Lender (as defined in the Credit Agreement) under the Credit Agreement);

WHEREAS, simultaneously with the execution of the Assignment Agreement, the Grantee desired to amend and restate the Original Trademark Security Agreement such that the Grantor and the Grantee entered into that certain Amended and Restated Trademark Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption of Trademark Security Agreement dated as of March 10, 2006, but effective as of July 6, 2005 (the "Assignment and Assumption of Trademark Security Agreement"), Grantor, among other things, (a) acknowledged the Assignment and Assumption by Grantee of all of JPMorgan's right, title and interest in the Original Trademark Security Agreement and (b) acknowledged its entry into the Trademark Security Agreement pursuant to which the Grantor (i) reaffirmed and ratified its grant of security interest in the Trademarks to the Grantee (as assignee of JPMorgan) under the Original Trademark Security Agreement and (ii) granted to the Grantee a first-priority security interest in all of its right, title, and interest in and to the Trademarks to secure the Secured Obligations; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and other obligations to Grantee and Lenders.

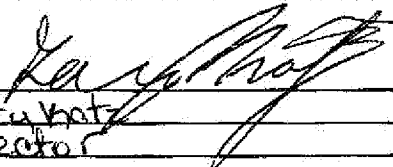
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Original Trademark Security Agreement, the Trademark Security Agreement and the Assignment and Assumption of Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee shall, at Grantor's expense, execute and deliver to Grantor such further filings and releases as Grantor may reasonably request to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

DELAWARE STREET CAPITAL MASTER FUND, L.P., as Agent

By: 
Name: Gary Katz
Title: Director

[Signature Page to Release of Security Interests in Trademarks]

SCHEDULE A**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
AMERICAN HOMESTEAD COLLECTION BY FANNY FARMER	U.S.	2,040,233	02/25/97	Registered
DEBUTANTES	U.S.	2,221,712	02/02/99	Registered
(DESIGN ONLY) (HOPPING EASTER BUNNY WITH BASKET)	U.S.	1,483,724	04/05/88	Registered
FF (STYLIZED)	U.S.	998,022	11/12/74	Registered
FANNY FARMER (STYLIZED)	U.S.	126,844	10/07/19	Registered
FANNY FARMER (STYLIZED)	U.S.	578,907	08/18/53	Registered
FANNY FARMER (& DESIGN)	U.S.	904,804	12/22/70	Registered
FANNY FARMER (STYLIZED)	U.S.	905,819	01/12/71	Registered
FANNY FARMER (STYLIZED)	U.S.	1,375,189	12/10/85	Registered
FANNY FARMER (& DESIGN)	U.S.	1,392,552	05/06/86	Registered
FANNY FARMER (STYLIZED)	U.S.	1,393,461	05/13/86	Registered
FANNIE FARMER	U.S.	1,770,031	05/11/93	Registered

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
FANNNIE MAY (Stylized)	U.S.	2,121,790	12/16/97	Registered
FANNIE MAY CANDIES CELEBRATED COLLECTION	U.S.	2,173,898	07/14/98	Registered
FANNIE MAY KITCHEN FRESH CANDIES	U.S.	1,407,863	09/02/86	Registered
I CAN'T MAKE ALL THE CANDY IN THE WORLD, SO I JUST MAKE THE BEST OF IT! (& Design)	U.S.	1,397,036	06/10/86	Registered
I LOVE MY HONEY BUT OH YOU FANNIE MAY!	U.S.	1,468,535	12/08/87	Registered
LAFAYETTE	U.S.	211,768	04/20/26	Registered
LIVE WIRES	U.S.	2,512,490	11/27/01	Registered
PECAN DIXIES	U.S.	1,758,566	03/16/93	Registered
PIXIES (Stylized)	U.S.	593,071	07/27/54	Registered
SWEET PERSUASION	U.S.	1,816,447	01/11/94	Registered
TRINIDAD	U.S.	1,607,576	07/24/90	Registered
TRINIDADS	U.S.	1,400,579	07/08/86	Registered

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

STATE TRADEMARK REGISTRATIONS

Fannie May Confections, Inc.

<u>TRADEMARK</u>	<u>STATE</u>	<u>REGISTRATION NO.</u>	<u>DATE REGISTERED</u>
FANNY FARMER	NY	R27824	12/15/94
FANNY FARMER	ND	9249400	Renewed: 11/30/02
FANNIE MAY	MO	9241	Renewed: 09/23/96
PIXIES	IL	29,397	Renewed: 07/02/02

CANADIAN TRADEMARK REGISTRATIONS

Fannie May Confections, Inc.

<u>TRADEMARK</u>	<u>APPLICATION or REGISTRATION NO.</u>
FANNIE FARMER *	TMA 218,042
FANNY FARMER *	TMA 606384

* TRANSFER OF ASSIGNMENT IN PROGRESS, STILL IN NAME OF ARCHIBALD
CANDY CORPORATION