

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
DeMet's Candy Company		01/23/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc.		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1600		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77147517	DEMET'S	
Registration Number:	0420577	TURTLES	
Registration Number:	2830116		
Registration Number:	2874714	FLIPZ	
Registration Number:	2856050	FLIPZ	
CORRESPONDENCE DATA			
Fax Number:	(617)502-4877		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-248-4877		
Email:	hbalmat@choate.com		
Correspondent Name:	Heather E. Balmat		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$140.00 77147517

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TRADEMARK
REEL: 003897 FRAME: 0156

ATTORNEY DOCKET NUMBER:	2007340.0012
NAME OF SUBMITTER:	Heather E. Balmat
Signature:	/Heather E. Balmat/
Date:	12/02/2008
<p>Total Attachments: 6 source=DEMETS2#page1.tif source=DEMETS2#page2.tif source=DEMETS2#page3.tif source=DEMETS2#page4.tif source=DEMETS2#page5.tif source=DEMETS2#page6.tif</p>	

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of January 23, 2008, by and between DeMet's Candy Company, a Delaware corporation ("Grantor"), and NewStar Financial, Inc., as the administrative agent for the Lenders and any other holder of Secured Obligations under, and as defined in, the Credit Agreement referred to below (together with its successor(s) thereto in such capacity, the "Administrative Agent").

INTRODUCTION:

Pursuant to the Credit Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among the Grantor, the other Loan Parties signatory thereto, the Administrative Agent and the financial institutions from time to time party thereto as Lenders (the "Lenders"), the Administrative Agent and the Lenders have agreed, subject to the terms and conditions set forth therein, to make term and revolving credit loans and to provide other financial accommodations to the Grantor (collectively, the "Loans").

It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor execute and deliver this Agreement and grant to the Administrative Agent, for the benefit of the Lenders and any other holder of Secured Obligations under, and as defined in, the Credit Agreement (the Administrative Agent, the Lenders and such other holders of Secured Obligations being collectively referred to as the "Secured Parties"), a continuing security interest in all of the Trademark Collateral referred to below to secure all of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Administrative Agent and Lenders to make Loans to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and each of the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Secured Obligations, the Grantor hereby pledges, hypothecates, charges, mortgages and delivers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of Grantor in the following property, whether now or hereafter existing, of, or acquired by, the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names,

business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I attached hereto under such Grantor's name, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Schedule I attached hereto under such Grantor's name; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement dated as of the date hereof of the Grantor in favor of the Administrative Agent, for the benefit of the Secured Parties (as amended, restated, supplemented and/or modified from time to time, the "Security Agreement"). The Security Agreement (and all rights and remedies of each Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms.

SECTION 4. Covenants. The covenants of the Grantor under the Security Agreement shall be applicable to this Agreement.

SECTION 5. Release of Liens. Upon (a) the disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the payment in full of the Secured Obligations and the termination of the Lenders' obligations to make Loans under the Credit Agreement, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause 5(a)) or (ii) all Trademark Collateral (in the case of clause 5(b)). Upon any such disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Due Authorization. The Grantor represents and warrants that the execution, delivery, and performance by the Grantor of this Agreement have been duly authorized by all necessary action on the part of the Grantor.

SECTION 8. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

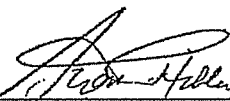
SECTION 10. Governing Law. This Agreement shall be construed under and governed by the laws of the State of New York.

[Signatures appear on next page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

DEMET'S CANDY COMPANY

By: 

Name: Scott Hilley
Title: Chief Financial Officer
and Treasurer

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.

By: _____

Name:

Title:

DeMet'S Candy Company Trademark Security Agreement

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.

By: 

Name:

Title:

Peter E. Nightingale
Managing Director
Portfolio Manager

DeMet'S Candy Company Trademark Security Agreement

TRADEMARK

REEL: 003897 FRAME: 0162

SCHEDULE I

Trademarks:

<u>Title:</u>	<u>Application / Registration No.:</u>	<u>Filing Date/Issue Date:</u>	<u>Country:</u>
DEMET'S	SN 77/147,517	Filed 4/3/07	USA
DEMET'S	SN 1365789	Filed 4/3/07	Canada
DEMET'S	SN 886,616	Filed 10/3/07	Mexico
TURTLES	RN 0420577	Reg. 4/23/46	USA
Miscellaneous	RN 2830116	Reg. 4/6/04	USA
Design:			



FLIPZ	RN 2874714	Reg. 8/17/04	USA
FLIPZ	RN 2856050	Reg. 6/22/04	USA
FLIPZ	TMA657030	Reg. 1/20/06	Canada
PRETZEL FLIPZ	TMA520590	Reg. 12/15/99	Canada

Common Law Marks:

DEMET'S SINCE

1898

and logo:

DeMet's
SINCE 1898

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