

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
QSP, INC.		07/09/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	World's Finest Chocolate, Inc.		
<b>Street Address:</b>	4801 S. Lawndale Avenue		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60632		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	World's Finest Chocolate Canada Limited		
<b>Street Address:</b>	103 Second Street; P.O. Box 876		
<b>City:</b>	Campbellford Ontario K0L 1L0		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: ONTARIO		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0858362	WF	
Registration Number:	2305784	WORLD'S FINEST	
Registration Number:	0638128	WORLD'S FINEST	
Registration Number:	1246519	WORLD'S FINEST WFC MILK CHOCOLATE CALIFORINA ALMONDS REAL MILK CHOCOLATE MADE ESPECIALLY FOR	
Registration Number:	2619091	WORLD'S FINEST FUND RAISING PROGRAMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)258-5600		

OP \$140.00 0858362

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

Phone: 312-258-5767  
Email: trademarks@schiffhardin.com  
Correspondent Name: Thomas P. White  
Address Line 1: P.O. box 06079  
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	25736-0001
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DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Thomas P. White
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Signature:	/Thomas P. White/
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Date:	07/09/2009
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Total Attachments: 3

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interests in Trademarks (this "Release") is made in favor of WORLD'S FINEST CHOCOLATE, INC., a Delaware corporation, and WORLD'S FINEST CHOCOLATE CANADA LIMITED, an Ontario corporation (together, the "Grantors"), by QSP, INC., a Delaware corporation (the "Secured Party").

WHEREAS, pursuant to the terms and conditions of that certain Company Trademark Security Agreement dated May 23, 2000 (the "Trademark Security Agreement") executed in favor of the Secured Party, the Grantors granted to the Secured Party an undivided, first priority, continuing lien upon and security interest in all of the Grantors' right, title and interest in and to the trademarks and service marks listed on Schedule A attached (the "Trademarks"), which Trademarks are applied for or registered in the United States Patent and Trademark Office and/or trademark offices or the equivalent thereof in any state thereof, or any other country or political subdivision thereof or applications thereof that have been filed in such offices, together with the goodwill of the business symbolized by the Trademarks (the "Associated Goodwill"), the application or registration and registrations thereof (the "Registrations") any and all causes of action which may exist by reason of infringement thereof, all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights") and all proceeds of the foregoing, in each case only to the extent such Trademarks, Associated Goodwill, Registrations and Trademark Rights, causes of action and proceeds have been used, are used or may be used in or arise from the business of distributing, marketing, promoting and selling goods to or on behalf of fundraising, charitable or not-for-profit institutions or organizations or for fundraising or charitable purposes, including without limitation, on candy or chocolate products sold to or on behalf of fundraising, charitable or not-for-profit institutions or organizations or for fundraising or charitable purposes (together, the "Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 31, 2000 at Reel/Frame 2090/0956;

WHEREAS, all Secured Obligations under the Trademark Security Agreement (and as defined in the Trademark Security Agreement) have been performed; and

WHEREAS, the Secured Party wishes to release its security interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any lien it may have upon and any security interest it may have in the Collateral.

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The Secured Party will take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantors to fully effect the purposes of and record this Release.

[Signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized representatives as of this 9<sup>th</sup> day of July, 2009.

QSP, INC

By: Paul A. Lee

Name: Paul A. Lee

Title: Assistant Secretary

ACKNOWLEDGMENT

STATE OF NEW YORK )

COUNTY OF NEW YORK )

On this 9<sup>th</sup> day of July, 2009, before me personally appeared PAUL A. LEE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QSP, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Man Mun Scanlon

Notary Public

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

MAN MUN-SCANLON  
Notary Public, State of New York  
No. 4920545  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires April 22, 20\_\_\_\_

**SCHEDULE A**  
**TRADEMARKS**

<b>Trademark</b>	<b>U.S. Application Number</b>	<b>U.S. Registration Number</b>
WF & DESIGN	72/295896	858362
WORLD'S FINEST	75/543463	2305784
WORLD'S FINEST (stylized)	71/621597	638128
WORLD'S FINEST REAL MILK CHOCOLATE MILK CHOCOLATE WITH WHOLE ROASTED CALIFORNIA ALMONDS MADE ESPECIALLY FOR and Design	73/253301	1246519
WORLD'S FINEST FUND RAISING PROGRAMS	75/913408	2619091

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