

**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
World's Finest Chocolate, Inc.		07/10/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent
Street Address:	135 South LaSalle Street, Suite 465
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Serial Number:	78631466	BAR BITES
Serial Number:	74325663	CARAMEL WHIRLS
Serial Number:	75528480	CC CAPPUCCINO CREME
Serial Number:	74688298	CHOCOLATE SHOP
Serial Number:	78582680	COCONUT WHIRLS
Serial Number:	72259288	CONTINENTAL
Serial Number:	72091336	CONTINENTALS
Serial Number:	72072794	COOK'S
Serial Number:	78323555	CORDIAL CHERRY EGGS
Serial Number:	74325793	DARK DELUXE
Serial Number:	76079723	DARK DELUXE
Serial Number:	78204080	DOUBLE CHOCOLATE MELTAWAYS
Serial Number:	74169509	FUND RAISIN'S
Serial Number:	78631585	FUNDSHOP

CH \$890.00 78631466

Serial Number:	75752885	GROOVY GUMMIES
Serial Number:	75524792	IMPERIAL
Serial Number:	78214466	IMPERIAL
Serial Number:	74208317	MADE ESPECIALLY FOR YOUR ENJOYMENT
Serial Number:	74140483	MAJESTIQUE
Serial Number:	74148948	MINT MELTAWAYS
Serial Number:	75296081	P
Serial Number:	73667646	PREMIERE
Serial Number:	75211136	RAVIN' RAISINS
Serial Number:	75431127	SNAPPERS
Serial Number:	78902226	TOFFEE DELUXE
Serial Number:	74547726	W.F. CRISP
Serial Number:	77388077	WE MAKE IT FRESH. YOU MAKE IT PERSONAL.
Serial Number:	78567741	WF WORLD'S FINEST CHOCOLATE
Serial Number:	72146026	WHEEL
Serial Number:	74247556	WORLD'S FINEST
Serial Number:	75543463	WORLD'S FINEST
Serial Number:	71621597	WORLD'S FINEST
Serial Number:	78325998	WF WORLD'S FINEST CHOCOLATE
Serial Number:	73253301	WORLD'S FINEST WFC MILK CHOCOLATE CALIFORINA ALMONDS REAL MILK CHOCOLATE MADE ESPECIALLY FOR
Serial Number:	72256703	

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312.577.8034  
Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz  
Address Line 1: 525 West Monore Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	203765-23
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/10/2009

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 10<sup>th</sup> day of July 2009 by and between World's Finest Chocolate, Inc., a Delaware corporation ("**WFC**"), and Bank of America, N.A., with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603, in its capacity as Agent under the Loan Agreement described below:

### W I T N E S S E T H

WHEREAS, WFC, Queen Anne Candy Company, a Delaware corporation ("**Queen Anne**"; Queen Anne and WFC, each a "**Borrower**" and together, the "**Borrowers**"), Bank of America, N.A., as agent (in such capacity, "**Agent**") for the Lenders (as defined in the Loan Agreement described below) from time to time party thereto and such Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and the Lenders to, from time to time, extend credit to or for the account of WFC and (ii) for the grant by WFC to Agent on behalf of itself and the Lenders of a security interest in certain of WFC's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, WFC agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, WFC hereby grants to Agent, for the benefit of Agent and the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in WFC's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks, registrations and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due from and/or payable by third parties under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are

sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the WFC's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. WFC warrants and represents to Agent that:

(i) no Trademark registration listed on Schedule A has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark registration been cancelled, in whole or in part and each such Trademark registration is presently subsisting;

(ii) WFC is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark application and registration listed on Schedule A, free and clear of any liens, charges and encumbrances (other than Permitted Liens), including without limitation, covenants by WFC not to sue third persons;

(iii) WFC has no written notice of any suits or actions commenced or threatened with reference to the validity of, or WFC's right to use, any Trademark listed on Schedule A; and

(iv) WFC has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. WFC agrees that until WFC's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) shall have been satisfied in full and the Financing Agreements shall have been terminated, WFC shall not, without the prior written consent of Agent, sell or assign its interest in any registered Trademark or enter into any other agreement with respect to any Trademark which would adversely affect in any material respect the validity or enforcement of the rights transferred to Agent under this Security Agreement. For the avoidance of doubt, this Security Agreement does not limit or affect WFC's right to grant nonexclusive licenses to third parties to use any of the Trademarks or to enter into coexistence agreements or settlement agreements with respect to any of the Trademarks in the ordinary course of business to the extent not otherwise prohibited by the terms of the Loan Agreement.

5. New Trademarks. WFC represents and warrants that, based on a diligent investigation by WFC, the Trademarks listed on Schedule A constitute all of the United States or Canada federally registered Trademarks, and United States or Canada federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by WFC. If, before WFC's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) shall have been satisfied in full or before the Financing Agreements have been terminated, WFC shall (i) become aware of any existing United States or Canada federal Trademark application or registration (other than "intent to use" applications until a verified

statement of use is filed with respect to such applications) of which WFC has not previously informed Agent, or (ii) become entitled to the benefit of any United States or Canada federal Trademark application or registration (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and WFC shall give to Agent prompt written notice thereof. WFC hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademark applications or registrations.

6. Term. The term of this Security Agreement shall extend until the payment in full of WFC's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) and the termination of the Financing Agreements. WFC agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to WFC.

7. Product Quality. WFC agrees to maintain in all material respects the quality of any and all material products in connection with which the Trademarks are used, consistent with commercially reasonable business practices.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of WFC's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of WFC's agreements set forth herein shall be borne by WFC. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise in recording the security interests granted in this Security Agreement shall be borne by and paid by WFC and until paid shall constitute Liabilities.

10. Duties of WFC. WFC shall have the duty, in each case in its reasonable business judgment, (i) to prosecute diligently any Trademark applications owned by WFC and pending as of the date hereof or hereafter until WFC's Liabilities (other than contingent indemnification obligations) shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the registered Trademarks, and (iii) to ensure that the registered Trademarks are and remain enforceable. Any expenses incurred in connection with WFC's Liabilities under this Section 10 shall be borne by WFC.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, WFC

shall, at the reasonable request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and WFC shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between WFC and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements 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.

13. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. WFC hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as WFC's true and lawful attorney-in-fact, with power to (i) endorse WFC's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. WFC 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 WFC's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) shall have been paid in full and the Financing Agreements have been terminated. WFC acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon WFC and its successors and assigns, and shall inure to the benefit of Agent, its permitted successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. WFC agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and the agreements set forth herein.

20. Survival of Representations. All representations and warranties of WFC contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

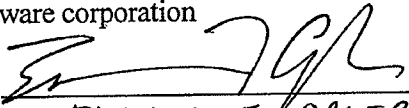
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*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, WFC has duly executed this Security Agreement as of the date first written above.

**WORLD'S FINEST CHOCOLATE, INC.,** a  
Delaware corporation

By:   
Name: EDMOND F. OPLER  
Its: CEO

Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.,** as  
Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*Signature Page to Trademark Security Agreement*


IN WITNESS WHEREOF, WFC has duly executed this Security Agreement as of the date first written above.

**WORLD'S FINEST CHOCOLATE, INC.,** a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.,** as  
Agent

By:   
Name: Monirah Masud  
Its: Senior Vice President

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS**

<b>Trademark Description</b>	<b>U.S. Registration No.</b>	<b>Date Registered</b>
BAR BITES	3166618	10/31/2006
CARAMEL WHIRLS	1849516	8/9/1994
CC CAPPUCCINO CREME & Design	2285174	10/12/1999
CHOCOLATE SHOP	2439715	4/3/2001
COCONUT WHIRLS	3131166	8/15/2006
CONTINENTAL	852404	7/9/1968
CONTINENTALS	740277	11/6/1982
COOK'S	713920	4/11/1981
CORDIAL CHERRY EGGS	2941763	4/19/2005
DARK DELUXE	1861518	11/1/1994
DARK DELUXE	2570881	5/21/2002
DOUBLE CHOCOLATE MELTAWAYS	3644906	6/23/2009
FUND RAISIN'S	1742438	12/22/1992
FUNDSHOP	3225811	4/3/2007
GROOVY GUMMIES	2425847	1/30/2001
IMPERIAL	2354582	6/6/2000
IMPERIAL	2800468	12/30/2003
MADE ESPECIALLY FOR YOUR ENJOYMENT	1707060	8/11/1992
MAJESTIQUE	1921073	9/19/1995
MINT MELTAWAYS (STYLIZED)	1913571	8/22/1995
MISC. DESIGN (CHOCOLATE BAR)	967132	8/28/1973
P & DESIGN	2195126	10/13/1998
PREMIERE	1665160	11/19/1991
RAVIN' RAISINS	2160120	5/26/1998
SNAPPERS	2214736	12/29/1998
TOFFEE DELUXE	3257350	6/26/2007
W.F. CRISP	2042226	3/4/1997
WE MAKE IT FRESH. YOU MAKE IT PERSONAL	3498618	9/9/2008
WF WORLD'S FINEST CHOCOLATE (Stylized)	3303566	10/2/2007
WHEEL	876129	9/2/1989
WORLD'S FINEST (Illinois)	028405	1/18/1952

WORLD'S FINEST	1760822	3/23/1993
WORLD'S FINEST	2305784	1/4/2000
WORLD'S FINEST (STYLIZED)	638128	12/4/1956
WORLD'S FINEST CHOCOLATE AND CROWN DESIGN	2910934	12/14/2004
WORLD'S FINEST PACKAGE DESIGN	1246519	7/26/1983

U.S. TRADEMARK APPLICATIONS

<b>Trademark Application Description</b>	<b>U.S. Application No.</b>	<b>Date Applied</b>
WE MAKE IT FRESH. YOU MAKE IT PERSONAL	77/478831	5/20/2008

FOREIGN TRADEMARK REGISTRATIONS

<b>Trademark Description</b>	<b>Country</b>	<b>Registration No.</b>	<b>Date Registered</b>
BAR BITES	Canada	725071	02-Oct-08
BAR BITES	Mexico	912865	08-Dec-05
CAPPUCCINO CREME	Canada	467718	16-Dec-96
CARAMEL WHIRLS	Canada	457697	24-May-96
CHOCOLATE DELIGHTS DE CHOCOLAT	Canada	449164	20-Oct-95
CHOCOLATE SHOP	Canada	731268	18-Dec-08
CHOCOLATE TIERS DE CHOCOLAT (Stylized)	Canada	492150	31-Mar-98
COCONUT WHIRLS	Canada	687523	10-May-07
COCONUT WHIRLS	Mexico	912866	08-Dec-05
CONTINENTAL ALMONDS	Canada	353403	23-Mar-89
COOK	Canada	152619	18-Aug-67
COOK-ETTS	Canada	299710	08-Feb-85
COOK'S GOLD	Mexico	956974	09-Oct-06
DARK DELUXE	Canada	477433	12-Jun-97
FUND RAISIN'S	Canada	457488	24-May-96
FUND RAISIN'S	New Zealand	212089	25-Jun-96
FUNDSHOP	Mexico	912867	08-Dec-05
LE CHOCOLATIER CLASSIQUE	Canada	551126	19-Sep-01
MAJESTIQUE	Mexico	415764	09-Jun-92
MAJESTIQUE	New Zealand	216434	28-Aug-95
MAJESTIQUE	Canada	434192	7-Oct-94
MAJESTIQUE	Canada	434211	7-Oct-94
MINT MELTAWAYS	Canada	445309	14-Jul-95
MINT MELTAWAYS (STYLIZED)	New Zealand	209973	25-Sep-96
MOCHACCINO MELTAWAYS	Canada	704179	08-Jan-08
MOCHACCINO MELTAWAYS	Mexico	913439	13-Dec-05
MYSTIQUE	Canada	447932	22-Sep-95
MYSTIQUE	Canada	430966	29-Jul-94
MYSTIQUE CATER SERVICE	Canada	446978	01-Sep-95
PANSIES & PARASOLS	Canada	508208	19-Feb-99
SERVICE DE TRAITEUR MYSTIQUE	Canada	447327	08-Sep-95
TOFFEE DELUXE	Canada	742651	26-Jun-09
THE CLASSIC CHOCOLATIER	Canada	551127	19-Sep-01
THE FINE FOLKS	Canada	161303	21-Feb-69
TROPICAL TREASURES	Canada	438500	27-Jan-95

<b>Trademark Description</b>	<b>Country</b>	<b>Registration No.</b>	<b>Date Registered</b>
WORLD'S FINEST	Mexico	387088	27-Nov-90
WORLD'S FINEST	Australia	B370313	11-Jan-82
WORLD'S FINEST PACKAGE DESIGN	New Zealand	B209972	01-Oct-96
FUND RAISIN'S	Australia	A561397	09-Aug-91
MELTAWAYS	Mexico	393952	23-Apr-91
MINT MELTAWAYS (STYLIZED)	Australia	A553559	10-Apr-91
MINT MELTAWAYS (STYLIZED)	Canada	413631	18-Jun-93
MISC. DESIGN (CHOCOLATE BAR)	Canada	217105	19-Nov-76
MISC. DESIGN (CHOCOLATE BAR)	Canada	228626	23-Jun-78
WF C WORLD'S FINEST	Australia	370313	11-Jan-82
WFC & DESIGN	New Zealand	166786	27-Oct-89
WFC & DESIGN	Australia	A298502	12-Jul-76
WFC & DESIGN	Israel	122369	13-Sep-98
WORLD'S FINEST (STYLIZED)	Japan	3071166	31-Aug-95
WORLD'S FINEST PACKAGE DESIGN	Australia	352900	04-Nov-80

FOREIGN TRADEMARK APPLICATIONS

<b>Trademark Description</b>	<b>Country</b>	<b>Application No.</b>	<b>Date Applied</b>
COOK'S GOLD	Canada	1306926	27-Jun-06
FUNDSHOP	Canada	1271361	8-Sept-05
TOFFEE DELUXE	Mexico	787509	08-Jun-06
WE MAKE IT FRESH. YOU MAKE IT PERSONAL	Canada	1405502	30-Jul-08