

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farley's and Sathers Candy Company, Inc.		10/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	600 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	3671080	RAIN·BLO POPS
Registration Number:	3247324	SQUIGGLES
Serial Number:	78886641	BOMBERS
Serial Number:	77420033	LOTS' A POPS
Serial Number:	77550115	SURGIN' SOUR
Serial Number:	77550114	BRAIN SURGE
Serial Number:	77400078	SOUR INSANITY
Serial Number:	77467180	HULABERRY
Serial Number:	77454658	BRACH'S
Serial Number:	77530676	SWEET STRIPES
Serial Number:	77365800	YIPES BITES
Serial Number:	77411076	WET'EM & WEAR'EM
Serial Number:	77344858	CHEWY MIX
Serial Number:	77234513	BRITE ROCKS

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Serial Number:	77232297	SWEETWISTS
Serial Number:	77094518	SOUR NEON NIGHT CRAWLERS
Serial Number:	77158619	MONKEY BUSINESS
Serial Number:	77067766	JUJUBES
Serial Number:	77067763	JUJUBES
Serial Number:	77067762	JUJUBES
Serial Number:	77033227	PEACH SMASH
Serial Number:	72153727	MILKMAID
Serial Number:	78784887	FRUIT STRIPE 5 JUICY FLAVORS
Serial Number:	78784674	FRUIT STRIPE 5 JUICY FLAVORS
Serial Number:	78687713	SUPER BUBBLE BUBBLE GUM
Serial Number:	78687329	SUPER BUBBLE XL ORIGINAL BUBBLE GUM
Serial Number:	78687327	SUPER BUBBLE XL
Serial Number:	78687325	COLOR BUBBLES BUBBLE GUM BALLS ASSORTED FLAVORS
Serial Number:	78687322	FARLEY'S
Serial Number:	78552355	PURPLE WILDBERRY
Serial Number:	78552354	
Serial Number:	78552350	PARTY TIME MIX
Serial Number:	78552346	HAMMERHEAD SHARKS
Serial Number:	73701781	SPLITS
Serial Number:	77756678	AMERICA'S #1
Serial Number:	77744599	AMERICA'S #1 CANDY CORN
Serial Number:	77530677	BOBS
Serial Number:	77535659	DOUBLE DIPPERS

CORRESPONDENCE DATA

Fax Number: (404)572-5134

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

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

09631.009093

NAME OF SUBMITTER:

James M. Hannon

Signature:	/James M. Hannon/
Date:	11/03/2009
Total Attachments: 7 source=Farley First Lien Supplement#page1.tif source=Farley First Lien Supplement#page2.tif source=Farley First Lien Supplement#page3.tif source=Farley First Lien Supplement#page4.tif source=Farley First Lien Supplement#page5.tif source=Farley First Lien Supplement#page6.tif source=Farley First Lien Supplement#page7.tif	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2009, is made pursuant to the Trademark Security Agreement dated as of December 16, 2005, (as amended, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement") and is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of November 3, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Farley's & Sathers Candy Company, Inc. (the "Borrower"), F&S Holdings 1, Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated December 16, 2005, in favor of the Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower and grant a security interest over certain of its assets specified therein; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Supplemental Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Supplemental Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

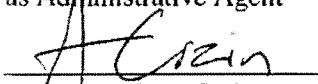
IN WITNESS WHEREOF, each Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FARLEY'S AND SATHERS CANDY
COMPANY, INC.
as Grantor

By: *Tamara A. Koller*
Name: *Tamara A. Koller*
Title: *CFO*

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Andrew Crain
Title: Its Duly Authorized Signatory

SCHEDULE I
TO THE
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED U.S. TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>
RAIN-BLO POPS (& design)	78931119	3671080	7/17/2006	8/18/2009
SQUIGGLES	78937878	3247324	7/26/2006	5/29/2007
BOMBERS	78886641	3292224	5/18/2006	9/11/2007
LOTS' A POPS	77420033	3664517	3/12/2008	8/4/2009
SURGIN' SOUR	77550115	3652513	8/19/2008	7/7/2009
BRAIN SURGE	77550114	3648705	8/19/2008	6/30/2009
SOUR INSANITY	77400078	3628164	2/19/2008	5/26/2009
HULABERRY	77467180	3620659	5/6/2008	5/12/2009
BRACH'S	77454658	3614913	4/22/2008	5/5/2009
SWEET STRIPES	77530676	3611547	7/24/2008	4/28/2009
YIPES BITES	77365800	3607095	1/7/2008	4/14/2009
WET'EM & WEAR'EM	77411076	3515534	3/3/2008	10/14/2008
CHEWY MIX	77344858	3471508	12/5/2007	7/22/2008
BRITE ROCKS	77234513	3469120	7/20/2007	7/15/2008
SWEETWISTS	77232297	3398129	7/18/2007	3/18/2008
SOUR NEON NIGHT CRAWLERS	77094518	3387798	1/30/2007	2/26/2008
MONKEY BUSINESS	77158619	3343670	4/17/2007	11/27/2007
JUJUBES (& design)	77067766	3310870	12/19/2006	10/16/2007
JUJUBES (& design)	77067763	3310869	12/19/2006	10/16/2007
JUJUBES	77067762	3310868	12/19/2006	10/16/2007
PEACH SMASH	77033227	3330295	10/31/2006	11/6/2007
MILKMAID	72153727	0788583	9/24/1962	4/20/1965
FRUIT STRIPE 5 JUICY FLAVORS (& design)	78784887	3227185	1/4/2006	4/10/2007
FRUIT STRIPE 5 JUICY FLAVORS (& design)	78784674	3201209	1/4/2006	1/23/2007
SUPER BUBBLE (& design)	78687713	3184922	8/8/2005	12/12/2006
SUPER BUBLE XL ORIGINAL BUBBLE GUM (& design)	78687329	3170127	8/7/2005	11/7/2006
SUPER BUBBLE XL	78687327	3235143	8/7/2005	4/24/2007
COLOR BUBBLES BUBBLE GUM BALLS ASSORTED FLAVORS (& design)	78687325	3235142	8/7/2005	4/24/2007
FARLEY'S (& design)	78687322	3188226	8/7/2005	12/19/2006
PURPLE WILDBERRY	78552355	3167505	1/24/2005	11/7/2006
	78552354	3134249	1/24/2005	8/22/2006
PARTY TIME MIX	78552350	3294775	1/23/2005	9/18/2007
HAMMERHEAD SHARKS	78552346	3134248	1/23/2005	8/22/2006
SPLITS	73701781	1535577	12/18/1987	4/18/1989

B. U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
AMERICA'S #1 (& design)	77756678	6/10/2009
AMERICA'S #1 CANDY CORN	77744599	5/26/2009
BOBS	77530677	7/24/2008
DOUBLE DIPPERS	77535659	7/31/2008