

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		07/30/2010	CORPORATION: DELAWARE
Demet's Holdings LLC		07/30/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2830116	
Registration Number:	2488065	NESTLE
Registration Number:	2460034	NESTLE
Registration Number:	3481567	DEMET'S
Registration Number:	3716716	DEMET'S STIXX
Registration Number:	3710311	DEMET'S TREASURES
Registration Number:	3776111	DISCOVER A TREASURE IN EVERY BITE
Registration Number:	2856050	FLIPZ
Registration Number:	2874714	FLIPZ
Registration Number:	2204415	NESTLE TREASURES
Registration Number:	0420577	TURTLES

CORRESPONDENCE DATA

900168245

**TRADEMARK
 REEL: 004251 FRAME: 0398**

CH \$290.00 2830116

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301825
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	07/30/2010

Total Attachments: 12
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of July 30, 2010, is entered into by and among DEMET'S CANDY COMPANY, a Delaware corporation (the "Borrower"), and EACH OF THE OTHER PERSONS LISTED ON THE SIGNATURE PAGES HERETO (each, a "Pledgor" and collectively, the "Pledgors"), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrower, the Guarantors party thereto, the Lenders party thereto, and PNC Bank, National Association, as Administrative Agent (all as defined in the Credit Agreement), the Agent and the Lenders have agreed to provide certain Loans and grant other financial accommodations to the Loan Parties (each as defined in the Credit Agreement), and the Pledgors have agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement, and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Agent, the Lenders, or any of

their respective Affiliates, now existing or hereafter incurred under the Credit Agreement or the Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part.

2. To secure the performance and Payment in Full of all Debt, each Pledgor hereby grants and conveys a security interest to the Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor, jointly and severally, covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Liens in favor of the Agent for the Lenders and the Agent;

(d) such Pledgor has the corporate, limited liability company, or partnership, as the case may be, power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice to the Agent;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Agent; and

(i) except as permitted by the Credit Agreement, such Pledgor shall preserve its corporate existence and shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each of the obligations of each Pledgor under this Agreement is joint and several. The Agent and the Lenders, or any of the them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Agent and the Lenders, or any of them, shall not be a defense to any action the Agent and the Lenders, or any of them, may elect to take against any Pledgor. Each of the Lenders and the Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until all of the Debt shall have been Paid in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology (i) to other Loan Parties and (ii) in the ordinary course of business to suppliers and customers to facilitate the manufacture and use of such Pledgor's products without the Agent's consent.

6. If, before the Debt shall have been Paid in Full, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Agent prompt notice in writing of any such future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright applications and copyright registrations. The Pledgors and the Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright registrations.

7. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in Section 9.2.4 [Application of Proceeds] of the Credit Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred, each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent agrees that it shall not exercise any of its rights under this Paragraph 8 until and during the continuation of an Event of Default.

9. At such time as the Pledgors shall have Paid in Full all of the Debt, and the Commitments shall have terminated and the Letters of Credit have expired or been terminated, this Agreement shall terminate and the Agent will thereafter, upon any Pledgor's request and at such Pledgor's expense, execute and deliver to the applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Agent's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement (including the allocated costs of staff counsel) and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been Paid in Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and with the consent of the Agent, which shall not be unreasonably withheld, to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between the Pledgors and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, 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.

14. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this 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 clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be deemed to be a contract under the Laws of the State of New York and shall, pursuant to New York General Obligations Law 5-1401, for all purposes be governed by and construed and enforced in accordance with the Laws of the State of New York.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any federal or state courts in the State of New York in any action or proceeding arising out of or relating to this Agreement, and the Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an

original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EACH PLEDGOR AND THE AGENT, ON BEHALF OF THE LENDERS, HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.


24. At any time after the initial execution of this Agreement, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor, and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

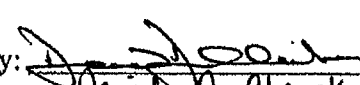
[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

DEMET'S CANDY COMPANY

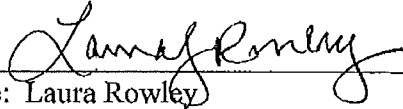
By:  (SEAL)
Name: SCOTT E. NALLEY
Title: Chief Financial Officer

DEMET'S HOLDINGS LLC

By:  (SEAL)
Name: DAVID O. CLARKE
Title: MANAGER


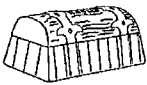
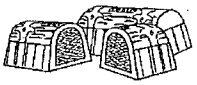
[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

**PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent**

By: 
Name: Laura Rowley
Title: Senior Vice President

DEMET'S CANDY COMPANY INTELLECTUAL PROPERTY

July 20, 2010

U.S. Trademarks:					
Mark	Serial No. Filing Date	Reg. No. Reg. Date	Goods / Services	Owner/Assignee of Record	Current Status
	78-239254 Apr. 17, 2003	2830116 Apr. 6, 2004	Candy in Class 30	DeMet's Candy Company c/o Brynwood Partners 8 Sound Shore Drive; Suite 265 Greenwich, CT 06830 <u>Security Lien:</u> Newstar Financial, Inc. of Boston, Mass.	Registered
	75-514345 Jul. 6, 1998	2488065 Sep. 11, 2001	Chocolates in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Registered
	75-514346 Jul. 6, 1998	2460034 Jun. 12, 2001	Chocolates in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Registered
DEMET'S	77-147517 Apr. 3, 2007	3481567 Aug. 5, 2008	Candy in Class 30	DeMet's Candy Company c/o Brynwood Partners 8 Sound Shore Drive; Suite 265 Greenwich, CT 06830 <u>Security Lien:</u> Newstar Financial, Inc. of Boston, Mass.	Registered
DEMET'S STIXX	77-628808 Dec. 8, 2008	3716716 Nov. 24, 2009	Confectionery, namely, a chocolate and wafer snack in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Registered
DEMET'S TREASURES	77-625407 Dec. 3, 2008	3710311 Nov. 10, 2009	Chocolate in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Registered
DISCOVER A TREASURE IN EVERY BITE	77-705111 Apr. 2, 2009	3776111 Apr. 13, 2010	Chocolate and chocolates in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Registered

DEMET'S CANDY COMPANY INTELLECTUAL PROPERTY

July 20, 2010

U.S. Trademarks:					
Mark	Serial No. Filing Date	Reg. No. Reg. Date	Goods / Services	Owner/Assignee of Record	Current Status
FLIPZ	78-268105 Jun. 27, 2003	2856050 Jun. 22, 2004	Pretzels in Class 30	DeMet's Candy Company c/o Brynwood Partners 8 Sound Shore Drive; Suite 265 Greenwich, CT 06830 <u>Security Lien:</u> Newstar Financial, Inc. of Boston, Mass.	Registered
FLIPZ	78-268664 Jun. 30, 2003	2874714 Aug. 17, 2004	Chocolate covered pretzels in Class 30	DeMet's Candy Company c/o Brynwood Partners 8 Sound Shore Drive; Suite 265 Greenwich, CT 06830 <u>Security Lien:</u> Newstar Financial, Inc. of Boston, Mass.	Registered
NESTLE TREASURES	75-231856 Jan. 27, 1997	2204415 Nov. 17, 1998	Chocolates in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Registered
TURTLES	71-481318 Mar. 26, 1945	420577 Apr. 23, 1946	Candy in Class 30	DeMet's Candy Company c/o Brynwood Partners 8 Sound Shore Drive; Suite 265 Greenwich, CT 06830 <u>Security Lien:</u> Newstar Financial, Inc. of Boston, Mass.	Registered


DEMET'S CANDY COMPANY INTELLECTUAL PROPERTY

July 20, 2010

International Trademarks:						
Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Goods / Services with Class	Owner/Assignee of Record	Current Status
Canada	DEMET'S	1365789 Oct. 1, 2007	N/A	Candy in Class 30	DeMet's Candy Company c/o Brynwood Partners 8 Sound Shore Drive; Suite 265 Greenwich, CT 06830	Allowed
Canada	FLIPZ	1202520 Dec. 30, 2003	TMA657030 Jan. 20, 2006	Chocolate covered graham crackers, chocolate covered pretzels in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Registered
Canada	PRETZEL FLIPZ	889849 Sep. 10, 1998	TMA520590 Dec. 15, 1999	Chocolate-covered pretzels in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Registered
European Community	DEMET'S	8965527 Mar. 18, 2010	N/A	All goods covered in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Published
European Community	FLIPZ	8965543 Mar. 18, 2010	N/A	All goods covered in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Published

DEMET'S CANDY COMPANY INTELLECTUAL PROPERTY

July 20, 2010

International Trademarks:						
Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Goods / Services with Class	Owner/Assignee of Record	Current Status
European Community		8965551 Mar. 18, 2010	N/A	All goods covered in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Published
European Community	TURTLES	8965576 Mar. 18, 2010	N/A	All goods covered in Class 30	DeMet's Candy Company 30 Buxton Farm Road Stamford, Connecticut 06905	Published
Mexico	DEMET'S	886616 Oct. 3, 2007	1054072 Aug. 13, 2008	Candies, sugar-candy and confectionery in Class 30	DeMet's Candy Company	Registered

U.S. Patents: None

International Patents: None

U.S. Copyrights: None