

10-12-2010

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To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

MAXFIELD CANDY COMPANY, INC.

- Individual(s)
- General Partnership
- Corporation- State: Utah
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 22, 2010

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

- Yes
- No

Name: FERNWOOD FINEST CANDIES, LLC

Internal

Address: _____

Street Address: 2758 Loredell Drive

City: Salt Lake City

State: Utah

Country: USA Zip: 84117

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC - Utah

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3176674

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Serial No. 78761927 - Word Mark: Fernwood; Mark Drawing Code: (4) Standard Character Mark; Filed November 28, 2005

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Richard Wood

Internal Address: _____

Street Address: 2758 Loredell Drive

City: Salt Lake City

State: Utah Zip: 84117

Phone Number: 801-272-7703

Fax Number: _____

Email Address: rwood@msdata.us

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Richard C. Wood
Signature

Richard Wood

Name of Person Signing

9-30-2010
Date

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT CONTRACTS AND BILL OF SALE ("Assignment") is entered into as of the 22 day of July, 2010 by MAXFIELD CANDY COMPANY, a Utah corporation, and DYNAMIC CONFECTIONS, INC., a Utah corporation (collectively, "Assignor") in favor of FERNWOOD FINEST CANDIES, LLC, a Utah limited liability company ("Assignee").

WHEREAS, this Assignment is being made pursuant to that certain Settlement and Purchase Agreement (the "Purchase Agreement") to which Assignor and Assignee are parties; and

WHEREAS, Assignor has agreed, pursuant to the terms of the Purchase Agreement, to assign, sell and convey to Assignee all of Assignor's rights, title and interest in and to the items described below; and

WHEREAS, Assignee has agreed, pursuant to the terms of the Purchase Agreement, to accept and assume all of Assignor's right, title and interest in and to the items described below,

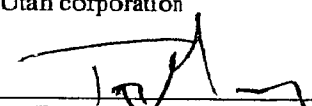
NOW, THEREFORE, in consideration of the execution of the Purchase Agreement, and other good and valuable consideration, the parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.
2. Effective as of the date hereof, Assignor hereby assigns, transfers and conveys to Assignee all of its present and future rights, title and interest in and to all of the Assets described in the Purchase Agreement and/or the Exhibits "B", "C" and "D" of the Agreement. Except as expressly set forth in the Purchase Agreement, such Assets are assigned, transferred and conveyed in their "as-is" condition without warranty of any nature.

IN WITNESS WHEREOF the parties have executed this Assignment as of the date set forth above.

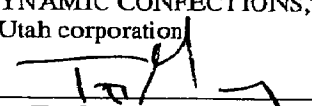
MAXFIELD:

MAXFIELD CANDY COMPANY, INC.
a Utah corporation



By: Taz Murray, President

DYNAMIC CONFECTIONS, INC.
a Utah corporation



By: Taz Murray, President

EXHIBIT "B"
[To Settlement and Purchase Agreement]
Fernwood Marks

1. The federal trademark or similar registration regarding "Fernwood"

Exhibit "B"