

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wythe Will Tzetzo, LLC		06/28/2011	LIMITED LIABILITY COMPANY: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Manufacturers and Traders Trust Company
<b>Street Address:</b>	601 Dresher Road
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Horsham
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19044
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Serial Number:	72251863	CLARK
Serial Number:	72002950	TEABERRY
Serial Number:	75538966	SPOUT
Serial Number:	78688903	SPOUT
Serial Number:	72251862	
Serial Number:	72191706	CLARK
Serial Number:	75901811	ALPINE VALLEY
Serial Number:	78421285	BASKET STUFFERS
Serial Number:	78421271	BASKET STUFFERS
Serial Number:	77136288	CANDY CARNIVAL
Serial Number:	75276374	KIDS PLAY
Serial Number:	75512236	MAYFAIR
Serial Number:	77219431	MAYFAIR

CH \$515.00 72251863

Serial Number:	77219445	MAYFAIR
Serial Number:	75276213	SELECT SWEETS
Serial Number:	77954664	TOTALLY SOUR
Serial Number:	76589907	HENRY STREET STATION
Serial Number:	76582097	HENRY STREET'S FINEST
Serial Number:	78340356	WYTHE WILL
Serial Number:	78340366	WYTHE WILL DISTRIBUTOR OF FINE CONFECTIONS & SWEETS

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-408-3121 x2348  
Email: tnuckolls@cscinfo.com  
Correspondent Name: Corporation Service Co.-J.Paterson  
Address Line 1: 1090 Vermont Avenue, NW  
Address Line 2: Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	829454-10
NAME OF SUBMITTER:	Tim Nuckolls
Signature:	/Tim Nuckolls/
Date:	07/05/2011

**Total Attachments: 12**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

WYTHE WILL TZETZO, LLC  
3612 LA GRANGE PARKWAY  
TOANA, VA 23188

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC

Citizenship (see guidelines) MD

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 06/28/2011

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: MANUFACTURERS AND TRADERS TRUST COMPANY

Internal Address: \_\_\_\_\_

Street Address: 601 DRESHER ROAD, 3RD FLOOR

City: HORSHAM

State: PA

Country: \_\_\_\_\_ Zip: 19044

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship PA
- Other \_\_\_\_\_      Citizenship DE

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)

See Schedule 1

Additional sheet(s) attached?  Yes  No

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

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

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: ny                                      Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 829454-10

**6. Total number of applications and registrations involved:****7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

07/01/2011

Date

Luis Rodriguez

Name of Person Signing

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

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 28th day of June, 2011 by WYTHE WILL TZETZO, LLC, a Maryland limited liability company ("Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or hereafter a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, Lenders and Agent are parties to that certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented, replaced, restated or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all Obligations owing from time to time by Grantor under the Loan Agreement and the Other Documents; and

WHEREAS, all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

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, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement, of a continuing security interest in and Lien on Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, service mark, trade name, service trademark applications and service trade name listed on Schedule I annexed hereto and each patent and patent application listed on Schedule II (such trademarks and patents referred to as the "Trademarks" and "Patents" respectively), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

2. Representations, Warranties and Agreements. Grantor hereby represents, warrants and agrees as follows: (i) Schedule I accurately lists all Trademarks owned by Grantor as of the date hereof (except for common law marks for which there are no applications or registrations), (ii) Schedule II accurately lists all Patents owned by Grantor as of the date hereof and (iii) except as may be otherwise expressly permitted under the Loan Agreement, Grantor shall not sell, license, grant any option in, assign or encumber its rights and interests in the Trademarks and Patents without the prior written consent of Agent.

3. Power of Attorney. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the State of Maryland, may take such action or actions permitted under the Loan Agreement, the Other Documents and/or permitted by law or in equity, in its exclusive discretion, to foreclose upon or otherwise exercise any available rights or remedies with respect to the Trademarks and/or Patents covered hereby. Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks and/or Patents, to grant or issue any exclusive or non-exclusive license under the Trademarks and/or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the forms attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Grantor's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated. This power of attorney shall automatically terminate upon indefeasible payment and satisfaction in full of the Obligations and termination of the Loan Agreement as provided therein.

4. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties or obligations on Agent or any Lender with respect to any Trademarks and/or Patents. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the State of Maryland, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence of an Event of Default.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF MARYLAND. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST

GRANTOR WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT, THE OTHER DOCUMENTS OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF MARYLAND, UNITED STATES OF AMERICA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement under seal as of the date first written above.

WYTHE WILL TZETZO, LLC

By:  (SEAL)  
Name: Roderick Hogan  
Title: Chief Financial Officer

Agreed and Accepted:

MANUFACTURERS AND TRADERS  
TRUST COMPANY,  
as Agent

By: \_\_\_\_\_  
Name: James Zicoello  
Title: Administrative Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS AND PATENTS)]

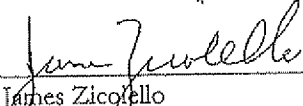
IN WITNESS WHEREOF, Grantor has duly executed this Agreement under seal as of the date first written above.

WYTHE WILL TZETZO, LLC

By: \_\_\_\_\_ (SEAL)  
Name: Roderick Hogan  
Title: Chief Financial Officer

Agreed and Accepted:

MANUFACTURERS AND TRADERS  
TRUST COMPANY,  
as Agent

By:   
Name: James Zicoello  
Title: Administrative Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS AND PATENTS)]

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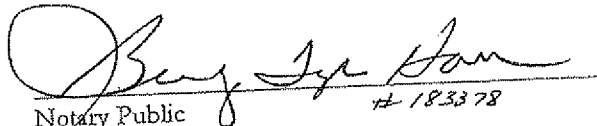
TRADEMARK  
REEL: 004575 FRAME: 0071



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 24<sup>th</sup> of June, 2011, before me personally appeared Roderick Hogan, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Wythe Will Tzetzio, LLC that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

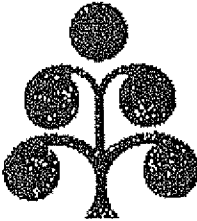

  
Notary Public # 183378  
My Commission Expires: 12-31-11

[NOTARY ACKNOWLEDGMENT - INTELLECTUAL PROPERTY SECURITY  
AGREEMENT (TRADEMARKS AND PATENTS)]

**SCHEDULE I**


**TRADEMARK REGISTRATIONS**

The Grantor is the owner of the following trademarks, which have been assigned to Grantor as successor by merger with Tzetz Bros., LLC:

Mark	U.S. Serial No./ Registration No.	Filing Date/ Registration Date
CLARK	72/251,863 826,996	August 8, 1966 April 4, 1967
TEABERRY	72/002,950 638,559	February 20, 1956 December 11, 1956
SPOUT	75/538,966 2,269,125	August 19, 1998 August 10, 1999
SPOUT	78/688,903 3,120,478	August 9, 2005 July 25, 2006
	72/251,862 822,075	August 8, 1966 January 10, 1967
	72/191,706 791,935	April 21, 1964 June 29, 1965
ALPINE VALLEY	75/901,811 2,412,572	January 21, 2000 December 12, 2000
Basket Stuffers	78/421,285 3,040,443	May 19, 2004 January 10, 2006
BASKET STUFFERS (stylized and/or with design)	78/421,271 3,044,857	May 19, 2004 January 17, 2006
CANDY CARNIVAL	77/136,288 3,358,744	March 21, 2007 December 25, 2007
KIDS PLAY	75/276,374 2,142,790	April 17, 1997 March 10, 1998
MAYFAIR	75/512,236 3,416,479	June 26, 1998 April 29, 2008
MAYFAIR	77/219,431 3,385,124	June 29, 1007 February 19, 2008

MAYFAIR	77/219,445 3,388,444	June 29, 2007 February 26, 2008
SELECT SWEETS	75/276,213 2,175,860	April 17, 1997 July 21, 1998
TOTALLY SOUR	77/954,664 3,945,903	March 9, 2010 April 12, 2011

The Grantor is the owner of the following trademarks, which have been assigned to Grantor as successor by merger with Wythe-Will Distributing, L.L.C.

Henry Street Station	76-589907/3032715	4/9/2004 12/20/2005
Henry Street's Finest	76-582097/3145949	4/15/2004 09/19/2006
Wythe Will	78-340356/2962288	12/12/2003 06/14/2005
	78-340366/3094900	12/12/2003 5/23/2006

SCHEDULE II

PATENT REGISTRATIONS AND APPLICATIONS

Not Applicable

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, Wythe Will Tzetzco, LLC ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof ("Trademarks") which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee") is desirous of acquiring said Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_.

[\_\_\_\_\_]

By: \_\_\_\_\_  
Attorney-in-fact

Witness:

PATENT ASSIGNMENT

WHEREAS, Wythe Will Tzetzco, LLC ("Grantor") is the registered owner of the United States patents and patent applications listed on Schedule I attached hereto and made a part hereof ("Patents") which are registered in the United States Patent and Trademark Office; and

WHEREAS, \_\_\_\_\_ ("Grantee") is desirous of acquiring said Patents;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its right, title and interest in and to the Patents and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the \_\_\_\_ day of \_\_\_\_\_.

[\_\_\_\_\_]

By: \_\_\_\_\_  
Attorney-in-fact

Witness: