

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
SWEETWORKS, INC.		06/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	99 High Street		
Internal Address:	PNC Business Credit		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2854800	BUBBLE KING	
Registration Number:	2673091	FLORIDA TROPIC	
Registration Number:	3689424	MEGA BLAST	
Registration Number:	2501901	MEGGA SURPRIZE	
Registration Number:	2501902	MEGGA SURPRIZE	
Registration Number:	2730479	NITWITZ	
Registration Number:	3871938	OVATION	
Registration Number:	3862563	PLAY BALL	
Registration Number:	2887056	QBITS	
Registration Number:	2782611	SWEETWORKS	
Registration Number:	3689425	THUNDER BOLTS	
Serial Number:	85320281	RAD PACK	
CORRESPONDENCE DATA			

900205713

TRADEMARK
 REEL: 004649 FRAME: 0597

OP \$315.00 2854800

Fax Number: (416)865-7380
Phone: 416.865.8178
Email: sdang@torys.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Torys LLP c/o Sumeet Dang
Address Line 1: 79 Wellington Street West
Address Line 2: Suite 3000
Address Line 4: Toronto, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER:	22764-2029
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NAME OF SUBMITTER:	Sumeet Dang
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Signature:	/Sumeet Dang/
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Date:	10/27/2011
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2011 is between SweetWorks, Inc., a Delaware corporation (herein referred to as "Grantor") and PNC Bank, National Association, as Collateral Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, SweetWorks, Inc., a Delaware corporation, Oak Leaf Holding Company, Inc., a Delaware corporation, and Oak Leaf Confections Co., a Nova Scotia unlimited liability company, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, extended, restated, supplemented or modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Revolving Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of

the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.


This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of June, 2011.

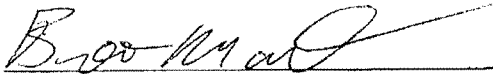
SWEETWORKS, INC.

By:


Philip Terranova
President

Acknowledged:

PNC Bank, National Association,
as Collateral Agent

B: 

Name:

Title:

Schedule 1 to Trademark Security Agreement

United States:

REGISTERED

MARKS

Bubble King
Florida Tropic
Mega Blast
Megga Surprise
Megga Surprise (and Design)
Nitwitz
Ovation
Play Ball
Qbits
SweetWorks
Thunder Bolts

REGISTRATION NUMBERS

2,854,800
2,673,091
3,689,424
2,501,901
2,501,902
2,730,479
3,871,938
3,862,563
2,887,056
2,782,611
3,689,425

PENDING

Candy Beads
Rad Pack

SERIAL NUMBERS

85-201555
85-320281

ABANDONED

G.I.M.P.S.
G.I.M.P.S.
P-Not Butter (and Design)

SERIAL NUMBERS

76-346799
76-346798
77-511464

Canada:

REGISTERED

MARKS

Ovation
Ovation (Design)
Ovation (Design)
Ovation (Design)
Ovation (Design)
Ovation (Design)
Ovation (Design)
Ovation (Design)
Ovation (Design)

REGISTRATION NUMBERS

TMA261,280
TMA266,584
TMA325,446
TMA325,445
TMA327,130
TMA392,387
TMA392,388
TMA392,171
TMA392,389

APPLICATIONS

Play Ball
P-Not Butter (and Design)
Mega Blast

APPLICATION NUMBERS

1454151
1401239
1454150