

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
Ferrara Pan Candy Co., Inc.		06/18/2012	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	SunTrust Bank, as Administrative Agent and Grantee
<b>Street Address:</b>	303 Peachtree Street
<b>Internal Address:</b>	23rd Floor, Mail Code: GA-Atl-1981, Attn: Scott Cowan
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30308
<b>Entity Type:</b>	Banking Corporation: GEORGIA

**PROPERTY NUMBERS Total: 126**

Property Type	Number	Word Mark
Registration Number:	2120169	APPLEHEAD
Serial Number:	77936572	APPLEHEAD
Registration Number:	2150924	
Registration Number:	4152512	ATOMIC
Registration Number:	1316009	ATOMIC FIRE BALL
Registration Number:	3631230	ATOMIC FIREBALL
Registration Number:	0614947	ATOMIC FIRE BALL
Registration Number:	2368697	ATOMIC FIREBALL
Registration Number:	2647972	ATOMIC FIREBALL
Registration Number:	2850711	ATOMIC FIREBALL
Registration Number:	3935784	BERRY CHEWY LEMONHEAD & FRIENDS
Registration Number:	3587067	BLACK FOREST
Registration Number:	1372867	BLACK FOREST

CH \$3165.00 2120169

Registration Number:	3236593	BLACK FOREST
Registration Number:	3587066	BLACK FOREST
Registration Number:	3265143	BLACK FOREST SWIRLY GUMMY BEARS
Registration Number:	3259929	BLACK FOREST SWIRLY GUMMY BEARS
Registration Number:	3259930	BLACK FOREST SWIRLY GUMMY BEARS
Registration Number:	3646571	BLACK FOREST ...WHERE NATURE'S BEST COMES FROM!
Registration Number:	3635263	BLACK FOREST ...WHERE NATURE'S BEST COMES FROM!
Registration Number:	3635296	BLACK FOREST ...WHERE THE BEST GUMMIES COME FROM!
Registration Number:	3635264	BLACK FOREST ...WHERE THE BEST GUMMIES COME FROM!
Serial Number:	77793308	BOSTON BAKED BEANS
Serial Number:	85231108	BROKEN HEARTS
Registration Number:	2184179	BUG CITY
Registration Number:	2032661	CHERRYHEAD
Registration Number:	2066989	
Registration Number:	3635241	CHEWY ATOMIC FIREBALL
Registration Number:	3575595	CHEWY LEMONHEAD
Registration Number:	3635238	CHEWY LEMONHEAD & FRIENDS
Registration Number:	4140371	CHEWY RED HOTS
Registration Number:	1992099	CHILD'S CHOICE
Registration Number:	3493600	CUDDLY BEARS
Serial Number:	85230919	DRYSCREAM
Serial Number:	85231004	DRYSCREAM BITS
Serial Number:	85159227	EPIC CHEWTENSITY
Registration Number:	1651203	FERCOLA
Registration Number:	0947326	FERRARA
Registration Number:	3776143	F 1908
Serial Number:	85001551	FERRARA FAVORITES
Registration Number:	1030964	FERRARA PAN
Registration Number:	3990125	FERRARA PAN
Registration Number:	3702057	FERRARA PAN
Registration Number:	1931324	FERRARA PAN
Registration Number:	1602638	FERRARA PAN ATOMIC FIRE BALL
Registration Number:	1620213	FERRARA PAN FRUIT COCKTAIL

Registration Number:	1763119	FERRARA PAN LEMONHEAD
Registration Number:	2910311	FERRARA PAN MINI RED FISH
Serial Number:	77717195	FERRARA PREMIUM CHOCOLATE SELECTS
Registration Number:	1549387	FIREBALL
Registration Number:	4075406	FROSTY CHEWY LEMONHEAD & FRIENDS
Registration Number:	0673614	FRUIT COCKTAIL
Serial Number:	77476380	FRUIT COCKTAIL
Registration Number:	2173118	FRUIT HEADLINE
Registration Number:	1811623	FRUIT PARADE
Serial Number:	77401237	FRUIT PARADE
Registration Number:	2243831	FUN BUGS
Registration Number:	2036033	GLO-WORMS
Registration Number:	3939824	GRAPEHEAD
Registration Number:	2021248	GRAPEHEAD
Registration Number:	2069381	
Registration Number:	3841142	GROOOS
Registration Number:	1386950	GUMMY BEARS
Registration Number:	1847430	GUMMY MELLOS
Registration Number:	2695757	GUMMY WOW WORMS
Serial Number:	85212754	HEART LINES
Registration Number:	2205938	JAWBUSTERS
Registration Number:	2693490	JAW BUSTERS THE ORIGINAL JAW BREAKERS
Registration Number:	2707184	THE ORIGINAL JAW BREAKERS JAW BUSTERS
Registration Number:	2669335	JAW BUSTERS
Registration Number:	3610172	JUICY OOZERS
Serial Number:	77483834	JUICY OOZERS
Registration Number:	4151631	JUICY OOZERS GUMMY CRACKED EGGS
Serial Number:	77408703	JUICY RED SPITTERS
Serial Number:	77538238	KNUCKLEHEAD
Registration Number:	0781824	LEMONHEAD
Registration Number:	3921124	LEMONHEAD
Registration Number:	1790580	
Registration Number:	2205620	LEMONHEAD
Registration Number:	2727336	LEMONHEAD
Registration Number:	2205625	LEMONHEAD

	2669337	LEMONHEAD
Registration Number:	2205626	LEMONHEAD
Registration Number:	3841466	LEMONHEAD
Registration Number:	3989708	
Registration Number:	2740586	
Registration Number:	2729314	
Registration Number:	2734972	
Registration Number:	3505210	LEMONHEAD & FRIENDS
Registration Number:	3505211	LEMONHEAD & FRIENDS
Serial Number:	85339877	LEMONHEAD & FRIENDS
Registration Number:	3254307	LOLLI DIPS
Registration Number:	2241677	MELONHEAD
Serial Number:	85278217	MIGHTY MINNOWS
Serial Number:	77427262	OOZERS
Registration Number:	3544953	OOZERS
Registration Number:	2010727	ORANGEHEAD
Registration Number:	2066987	
Registration Number:	3874912	PARTYLAND
Registration Number:	3382630	PARTYLAND GUMMY JUMBLE
Serial Number:	77924617	PARTYLAND TREATS
Registration Number:	4023055	PEANUTHEAD
Registration Number:	4091122	
Registration Number:	3780848	PUNCHHEAD
Registration Number:	1168595	QUALITY FERPANCO CANDIES
Serial Number:	85176845	RED CHEWY LEMONHEAD & FRIENDS
Registration Number:	2711490	RED HOTS CINNAMON FLAVORED CANDIES
Registration Number:	2695916	RED HOTS
Registration Number:	2844678	RED HOTS
Registration Number:	2238836	RED HOTS
Registration Number:	3921125	RED HOTS
Registration Number:	2669336	RED HOTS
Serial Number:	85176883	REDHEAD
Registration Number:	4077990	REDHEAD CHEWY LEMONHEAD & FRIENDS
Serial Number:	85159274	SEIZE THE SOUR
Serial Number:	77955435	SMOOTHS

	77785497	SOURHEAD
Serial Number:	77785506	SOURHEADS
Registration Number:	2239070	STRAWBERRYHEAD
Registration Number:	3265135	SWIRLY GUMMY BEARS
Serial Number:	85001669	SWIRLY MINTS
Registration Number:	3741106	TROPICAL CHEWY LEMONHEAD & FRIENDS
Registration Number:	3635251	...WHERE NATURE'S BEST COMES FROM!
Registration Number:	3635253	...WHERE THE BEST GUMMIES COME FROM!
Registration Number:	4133184	WHITE HOT RED HOTS
Serial Number:	85125636	ATOMIC

**CORRESPONDENCE DATA**

Fax Number: 4045818330  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 404-581-8275  
Email: srbrown@jonesday.com  
Correspondent Name: Sidney R. Brown, Jones Day  
Address Line 1: 1420 Peachtree Street, NE  
Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640037
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	07/19/2012

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement") dated as of June 18, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of SunTrust Bank, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent") for the Lender Group (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of June 18, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among CANDY INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Intermediate Holdings"), F&S HOLDINGS 1, INC., a Delaware corporation ("F&S"), CANDY MERGER SUB, INC., a Delaware corporation ("F&S Merger Sub"), FERRARA PAN CANDY CO., INC., an Illinois corporation ("Ferrara"), FPCC MERGER SUB, INC., an Illinois corporation ("Ferrara Merger Sub"), each of the other Persons party thereto from time to time as borrowers (together with Intermediate Holdings, F&S, F&S Merger Sub, Ferrara, and Ferrara Merger Sub, each, a "Borrower," and, collectively, the "Borrowers"), FERRARA CANDY COMPANY, a Delaware corporation ("Holdings"), the other Persons party thereto from time to time as guarantors, the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), and the Administrative Agent, the Lenders and the Issuing Bank have agreed to make certain extensions of credit and other financial accommodations available to the Borrowers pursuant to the terms and conditions thereof;

WHEREAS, as a condition precedent to the Lenders' making such extensions of credit and other financial accommodations available to the Borrowers, the Grantors and the Administrative Agent have executed and delivered that certain Security Agreement dated as of June 18, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of each member of the Lender Group, a security interest in and lien on, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement, as applicable, and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby unconditionally grants, pledges, and collaterally assigns to the Administrative Agent, and its successors and assigns, for the benefit of the Lender Group a continuing security interest in, security title to, and lien on all of such

Grantor's right, title and interest in, to or under the Trademarks, including the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment, performance, and observance in full of all of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

FERRARA PAN CANDY CO., INC., an Illinois corporation

By: 


Name: Thomas Polke

Title: Secretary and Treasurer

[PROJECT TREAT - TRADEMARK SECURITY AGREEMENT]



SUNTRUST BANK, as Administrative Agent  
and Grantee

By:   
Name: *Scott Cowan*  
Title: *SVP*

[PROJECT TREAT - TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004823 FRAME: 0849**

SCHEDULE A

**A. U.S. TRADEMARKS OWNED BY FERRARA PAN CANDY CO., INC.**

MARK	APPLICATION DATE	REGISTRATION DATE	REG. / (APPLICATION) NO.
Applehead	9/20/1994	12/9/1997	2,120,169
Applehead Cl. 33 2010	2/16/2010		(77/936,572)
Applehead Design	5/12/1997	4/14/1998	2,150,924
Atomic (2010 App.)	9/9/2010	6/5/2012	4152512
Atomic Fire Ball	4/18/1984	1/22/1985	1,316,009
Atomic Fireball	11/3/2008	6/2/2009	3,631,230
Atomic Fire Ball & Design	12/20/1954	10/25/1955	614,947
Atomic Fire Ball & Design Modern	9/2/1999	7/18/2000	2,368,697
Atomic Fire Ball & Design Modern (Cl. 25 Shirts)	5/5/2000	11/12/2002	2,647,972
Atomic Fire Ball & Design Modern (Cl. 25 T-Shirts, Twills, Caps)	9/24/2002	6/8/2004	2,850,711
Berry Chewy Lemonhead & Friends	3/30/2010	3/22/2011	3,935,784
Black Forest (Cl. 29)	9/22/2008	3/10/2009	3,587,067
Black Forest & Design 1984 App.	5/17/1984	11/26/1985	1,372,867
Black Forest & Design (Cl. 25)	3/7/2006	5/1/2007	3,236,593
Black Forest & Design (Cl. 29)	9/19/2008	3/10/2009	3,587,066
Black Forest Swirly Gummy Bears	9/12/2006	7/17/2007	3,265,143
Black Forest Swirly Gummy Bears & Design	9/12/2006	7/10/2007	3,259,929
Black Forest Swirly Gummy Bears w/only Black Forest design w/o swirls	1/18/2007	7/10/2007	3,259,930

[PROJECT TREAT - TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004823 FRAME: 0850**

MARK	APPLICATION DATE	REGISTRATION DATE	REG. / (APPLICATION) NO.
Black Forest ... Where Nature's Best Comes From & Design Cl 29	11/14/2008	6/30/2009	3,646,571
Black Forest...Where Nature's Best Comes From! Cl. 29 W/O	11/17/2008	6/9/2009	3,635,263
Black Forest ... Where The Best Gummies Come From! & Des	12/1/2008	6/9/2009	3,635,296
Black Forest...Where the Best Gummies come From! W/O	11/17/2008	6/9/2009	3,635,264
Boston Baked Beans Cl. 25 2009	7/30/2009		(77/793,308)
Broken Hearts	2/1/2011		(85/231,108)
Bug City	10/6/1997	8/25/1998	2,184,179
Cherryhead	9/20/1994	1/21/1997	2,032,661
Cherryhead Design	5/13/1996	6/3/1997	2,066,989
Chewy Atomic Fireball	11/13/2008	6/9/2009	3,635,241
Chewy Lemonhead	6/27/2008	2/17/2009	3,575,595
Chewy Lemonhead & Friends	11/12/2008	6/9/2009	3,635,238
Chewy Red Hots	07/20/2011	5/8/2012	4140371
Child's Choice	12/27/1994	8/6/1996	1,992,099
Cuddly Bears	7/2/2007	8/26/2008	3,493,600
Drycream (dried ice cream)	2/1/2011		(85/230,919)
Drycream Bits (dried ice cream)	2/1/2011		(85/231,004)
Epic Chewtensity	10/22/2010		(85/159,227)
Fercola	12/12/1989	7/16/1991	1,651,203
Ferrara	7/21/1967	11/14/1972	947,326

MARK	APPLICATION DATE	REGISTRATION DATE	REG. / (APPLICATION) NO.
F & 1908 & Design	4/17/2009	4/13/2010	3,776,143
Ferrara Favorites	3/30/2010		(85/001,551)
Ferrara Pan	5/22/1975	1/20/1976	1,030,964
Ferrara Pan (Cl. 3)	12/13/2010	7/5/2011	3,990,125
Ferrara Pan (Cl. 25) 2007	6/14/2007	10/27/2009	3,702,057
Ferrara Pan (Cl. 29)	10/12/1994	10/31/1995	1,931,324
Ferrara Pan Atomic Fire Ball	10/17/1989	6/19/1990	1,602,638
Ferrara Pan Fruit Cocktail	10/17/1989	10/30/1990	1,620,213
Ferrara Pan Lemonhead	8/10/1992	4/6/1993	1,763,119
Ferrara Pan Mini Red Fish	9/25/2002	12/14/2004	2,910,311
Ferrara Premium Chocolate Selects	4/20/2009		(77/717,195)
Fireball	11/10/1988	7/25/1989	1,549,387
Frosty Chewy Lemonhead & Friends	5/6/2011	12/20/2011	4,075,406
Fruit Cocktail	11/30/1956	2/3/1959	673,614
Fruit Cocktail (Cl. 29)	5/16/2008		(77/476,380)
Fruit Headline	8/18/1997	7/14/1998	2,173,118
Fruit Parade (Cl. 29)	4/3/1992	12/14/1993	1,811,623
Fruit Parade (Cl. 30)	2/20/2008		(77/401,237)
Fun Bugs	10/27/1997	5/4/1999	2,243,831
Glo-Worms	12/16/1994	2/4/1997	2,036,033
Grapehead (Cl. 33) 2010	3/17/2010	4/5/2011	3,939,824
Grapehead	9/20/1994	12/3/1996	2,021,248
Grapehead Design	5/13/1996	6/10/1997	2,069,381

MARK	APPLICATION DATE	REGISTRATION DATE	REG. / (APPLICATION) NO.
Groos	1/29/2010	8/31/2010	3,841,142
Gummy Bears & Design	6/18/1984	3/18/1986	1,386,950
Gummy Mellos	9/21/1992	7/26/1994	1,847,430
Gummy Wow Worms	11/13/2001	3/11/2003	2,695,757
Heart Lines	1/7/2011		(85/212,754)
Jawbusters	1/5/1995	11/24/1998	2,205,938
Jaw busters the Original & Design (Cl. 30)	4/23/2002	3/4/2003	2,693,490
Jaw busters & Design (Cl. 25)	4/23/2002	4/15/2003	2,707,184
Jaw Busters (Cl. 25)	3/14/2002	12/31/2002	2,669,335
Juicy Oozers (Cl. 30)	5/27/2008	4/21/2009	3,610,172
Juicy Oozers (Cl. 29)	5/27/2008		(77/483,834)
Juicy Oozers Gummy Cracked Eggs	6/22/2011	5/29/2012	4151631
Juicy Red Spitters	2/28/2008		(77/408,703)
Knucklehead (Cl. 30)	8/4/2008		(77/538,238)
Lemonhead	4/16/1963	12/15/1964	781,824
Lemonhead (Cl. 3)	7/10/2008	2/15/2011	3,921,124
Lemonhead - Design (Old)	1/7/1993	8/31/1993	1,790,580
Lemonhead (Cl. 21 - Water Bottles)	10/9/1997	11/24/1998	2,205,620
Lemonhead (Cl. 25 - Boxer Shorts)	8/22/2002	6/17/2003	2,727,336
Lemonhead (Cl. 25 - Caps)	10/10/1997	11/24/1998	2,205,625
Lemonhead (Cl. 25 - Polo Shirts, Fleecees, Etc.)	3/15/2002	12/31/2002	2,669,337
Lemonhead (Cl. 25 - T-Shirts)	10/10/1997	11/24/1998	2,205,626
Lemonhead (Cl. 33) 2010	3/17/2010	8/31/2010	3,841,466

MARK	APPLICATION DATE	REGISTRATION DATE	REG. / (APPLICATION) NO.
Lemonhead Design (Cl. 33)	12/1/2010	7/5/2011	3,989,708
Lemonhead Design Modern (Cl. 30)	9/23/2002	7/22/2003	2,740,586
Lemonhead Design Modern (Cl. 25 Boxers)	8/23/2002	6/24/2003	2,729,314
Lmnhd Des Mod (Cl 25 Polos, Fleecees, Denim Shirts, Etc.)	9/23/2002	7/8/2003	2,734,972
Lemonhead & Friends (Cl.29)	4/4/2008	9/23/2008	3,505,210
Lemonhead & Friends (Cl.30)	4/4/2008	9/23/2008	3,505,211
Lemonhead & Friends (freezer pops)	6/7/2011		(85/339,877)
Lolli Dips	1/20/2006	6/19/2007	3,254,307
Melonhead	9/20/1994	4/27/1999	2,241,677
Mighty Minnows 2011	3/28/2011		(85/278,217)
Oozers (Cl. 29)	3/20/2008		(77/427,262)
Oozers (Cl. 30)	5/31/2008	12/9/2008	3,544,953
Orangehead	9/20/1994	10/22/1996	2,010,727
Orangehead Design	5/13/1996	6/3/1997	2,066,987
Partyland	2/1/2010	11/9/2010	3,874,912
Partyland Gummy Jumble	2/23/2007	2/12/2008	3,382,630
Partyland Treats	2/1/2010		(77/924,617)
Peanuthead (Cl. 30)	2/18/2008	9/6/2011	4,023,055
Peanuthead Design	7/20/2011	1/24/2012	4,091,122
Punchhead 2009 app	9/14/2009	4/27/2010	3,780,848
Quality Ferpanco Candies & Design	1/18/1980	9/8/1981	1,168,595
Red Chewy Lemonhead & Friends	11/15/2010		(85/176,845)
Red Hots & Design (Cl. 25 - Vertical - Clothing)	5/30/2002	4/29/2003	2,711,490

MARK	APPLICATION DATE	REGISTRATION DATE	REG. / (APPLICATION) NO.
Red Hots & Design Linear	5/30/2002	3/11/2003	2,695,916
Red Hots & Design Linear (Cl. 25 - Boxer Shorts)	8/27/2002	5/25/2004	2,844,678
Red Hots (1998 Appl.)	3/9/1998	4/13/1999	2,238,836
Red Hots (Cl. 3)	7/11/2008	2/15/2011	3,921,125
Red Hots (Cl. 25)	3/14/2002	12/31/2002	2,669,336
Redhead (2010 App)	11/15/2010		(85/176,883)
Redhead Chewy Lemonhead & Friends	11/15/2010	12/27/2011	4,077,990
Seize the Sour	10/22/2010		(85/159,274)
Smooths	3/10/2010		(77/955,435)
Sourhead	7/21/2009		(77/785,497)
Sourheads	7/21/2009		(77/785,506)
Strawberryhead	9/20/1994	4/13/1999	2,239,070
Swirly Gummy Bears	9/12/2006	7/17/2007	3,265,135
Swirly Mints (Cl. 3 & 30)	3/30/2010		(85/001,669)
Tropical Chewy Lemonhead & Friends	3/17/2009	1/19/2010	3,741,106
Where Nature's Best Comes From! Cl. 29	11/14/2008	6/9/2009	3,635,251
Where The Best Gummies Come From!	11/14/2008	6/9/2209	3,635,253
White Hot Red Hots	6/22/2011	4/24/2012	4133184
Atomic	09/09/2010		(85/125636)

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