

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
MADELAINE CHOCOLATE NOVELTIES, INC.		07/30/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	GERBER FINANCE INC.		
Street Address:	488 MADISON AVENUE		
Internal Address:	SUITE 800		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77650908	HAUNTED HUNT	
Serial Number:	77646335	BUNNY HOP HUNT	
Serial Number:	77646342	MADELAINE CHOCOLATES	
Serial Number:	77651170	GOOEY GHOULS	
Serial Number:	77651213	THE MADELAINE CHOCOLATE COMPANY	
Serial Number:	74480338	PENNY LAINE	
Serial Number:	74363246	HIGH ROLLER	
Serial Number:	74373119	LOVE & KISSES	
Serial Number:	74328310	\$100	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

CH \$240.00 77650908

Phone: 202-408-3121 x2348
Email: jberg@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:	299748-005 -TQ
NAME OF SUBMITTER:	JODY BERG
Signature:	/JODY BERG/
Date:	08/02/2012

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 30, 2012, is made by Madelaine Chocolate Novelties, Inc., a New York corporation ("Grantor") with an address of 96-03 Beach Channel Drive, Rockaway Beach, New York 11693, in favor of GERBER FINANCE INC., a New York corporation ("Lender") with an address of 488 Madison Avenue, New York, NY 10022.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Madelaine Chocolate Novelties, Inc. ("Borrower") and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including 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 renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or

any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Borrower's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrower's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MADELAINÉ CHOCOLATE NOVELTIES, INC.

By: Jorge Farber
Name: Jorge Farber
Title: President

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By: _____
Name:
Title:

NY1131927

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SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARK
REEL: 004834 FRAME: 0364

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MADELAINE CHOCOLATE NOVELTIES, INC.

By: _____
Name: Jorge Farber
Title: President

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By: _____
Name: Jennifer Raine
Title: Vice President

NY1131927

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARK
REEL: 004834 FRAME: 0365

Schedule I
Patents and Patent Licenses

See attached

Madelaine Chocolate Novelties, Inc.
Patent Portfolio

AR&E Ref. No.	Country	Invention Title	App. Number	App. Date	Reg. No.	Reg. Date	Application Status	Next Action & Due Date
51400/0062	US	INTERACTIVE CHOCOLATE BOARD GAME	12/319,850	13-Jan-2009	8,052,149	08-Nov-2011	Granted	3.5 Tax - 08-May- 2015

Schedule II

Trademarks

See attached

Madelaine Chocolate Novelties, Inc.
Worldwide Trademark Portfolio

Country	Trademark	AR&E Ref. No.	App. Number	App. Date	Reg. Number	Reg. Date	Class(es)	Status	Next Action & Due Date
	DUETS	51400/0088	1565102	21-Feb-2012			XX N/A	Pending	
	THE MADELAINE CHOCOLATE COMPANY	51400/0073	1425781	27-Jan-2009			XX N/A	Allowed	Registration Fee & Dec of Use - 27-Jul-2012
Canada	HAUNTED HUNT	51400/0063	1423029	24-Dec-2008			XX N/A	Allowed	Registration Fee & Dec of Use - 24-Jun-2012
	BUNNY HOP HUNT	51400/0065	1423031	24-Dec-2008			XX N/A	Allowed	Registration Fee & Dec of Use - 24-Jun-2012
	MADELAINE	51400/0020	682,388	22-May-1991	401,723	21-Aug-1992	XX N/A	Registered	Renewal Due - 21-Aug-2022
European Community	THE MADELAINE CHOCOLATE COMPANY	51400/0074	007 561 202	30-Jan-2009	007 561 202	10-Nov-2009	30 Int.	Registered	Renewal Due - 30-Jan-2019
	BUNNY HOP HUNT	51400/0080	008421976	13-Jul-2009	008421976	21-Jan-2010	28 Int., 30 Int.	Registered	Renewal Due - 13-Jul-2019
Italy	MADELAINE	51400/0019	T091C 001139	23-May-1991	609,575	17-Nov-1993	30 Int.	Registered	Renewal Due - 23-May-2021
Japan	THE MADELAINE CHOCOLATE COMPANY	51400/0083	2009-053757	15-Jul-2009	5291243	25-Dec-2009	30 Int.	Registered	Renewal Due - 25-Dec-2019
	BUNNY HOP HUNT	51400/0082	1019508	13-Jul-2009	1113735	05-Aug-2009	30 Int.	Registered	Renewal Due - 13-Jul-2019
	BUNNY HOP HUNT	51400/0081	1019509	13-Jul-2009	1113736	05-Aug-2009	28 Int.	Registered	Renewal Due - 13-Jul-2019
Mexico	THE MADELAINE CHOCOLATE COMPANY	51400/0075	987061	30-Jan-2009			30 Int.	Pending	
	MADELAINE	51400/0058	942738	23-Jun-2008			30 Int.	Pending	
	MADELAINE ALWAYS IN GOOD TASTE STYLIZED	51400/0059	942737	23-Jun-2008			30 Int.	Pending	
	MADELAINE ALWAYS IN GOOD TASTE	51400/0060	946878	11-Jul-2008			30 Int.	Pending	
New York	LOVE & KISSES	51400/0030	NONE	06-Dec-1993	R-27500	09-Dec-1993	46	Registered	Renewal Due - 9-Dec-2014
United Kingdom	MADELAINE	51400/0018	1,465,444	22-May-1991	1,465,444	28-May-1993	30 Int.	Registered	Renewal Due - 22-May-2018
	HAUNTED HUNT	51400/0066	77/650,908	16-Jan-2009	3,660,628	28-Jul-2009	28 Int., 30 Int.	Registered	Aff of Use - 6th Year - 28-Jul-2015
	BUNNY HOP HUNT	51400/0068	77/646,335	09-Jan-2009	3,768,904	30-Mar-2010	28 Int., 30 Int.	Registered	Aff of Use - 6th Year - 30-Mar-2016
	MADELAINE CHOCOLATES	51400/0069	77/646,342	09-Jan-2009			30 Int.	Allowed	Statement of Use/5th Ext - 29-Jul-2012
	GOOEY GHOULS	51400/0071	77/653,170	16-Jan-2009	3,654,696	14-Jul-2009	30 Int.	Registered	Aff of Use - 6th Year - 14-Jul-2015
	THE MADELAINE CHOCOLATE COMPANY	51400/0072	77/653,213	16-Jan-2009	3,850,879	21-Sep-2010	30 Int.	Registered	Aff of Use - 6th Year - 21-Sep-2016
	PENNY LAINE	51400/0031	74/480,338	19-Jan-1994	1,943,185	19-Dec-1995	30 Int.	Registered	Renewal Due - 19-Dec-2015
	POKER CHIP DESIGN	51400/0021	74/328,310	04-Nov-1992	1,776,692	15-Jun-1993	30 Int.	Registered	Renewal Due - 15-Jun-2013
	HIGH ROLLER	51400/0024	74/363,246	22-Feb-1993	1,857,333	04-Oct-1994	30 Int.	Registered	Renewal Due - 4-Oct-2014

(see next page)

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LOVE & KISSES	51400/0027	74/373,119	26-Mar-1993	1,903,703	04-Jul-1995	30 Int.	Registered	Renewal Due - 4-Jul-2015
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Madelaine Chocolate Novelties, Inc.
Worldwide Trademark Portfolio

Country	Trademark	AR&E Ref. No.	App. Number	App. Date	Reg. Number	Reg. Date	Classes	Status	Next Action & Due Date
United States of America <i>- previously recorded</i>	GIFT STICK	51400/0056	77/242,991	31-Jul-2007	3,696,368	13-Oct-2009	30 Int.	Registered	Aff of Use - 6th Year - 13-Oct-2015
	CRUNCHY EYEBALLS	51400/0057	77/261,756	22-Aug-2007	3,408,883	08-Apr-2008	30 Int.	Registered	Aff of Use - 6th Year - 8-Apr-2014
	ALWAYS IN GOOD TASTE	51400/0054	77/094,367	30-Jan-2007	3,390,927	04-Mar-2008	30 Int.	Registered	Aff of Use - 6th Year - 4-Mar-2014
	MADELAINE ALWAYS IN GOOD TASTE & DESIGN	51400/0044	78/579,208	03-Mar-2005	3,138,194	05-Sep-2006	30 Int.	Registered	Aff of Use - 6th Year - 5-Sep-2012
	POKER CHIP DESIGN	51400/0045	78/581,385	07-Mar-2005	3,097,683	30-May-2006	30 Int.	Registered	Aff of Use - 6th Year - 30-May-2012
	MADELAINE	51400/0005	751,717	06-Sep-1988	1,557,072	19-Sep-1989	30 Int.	Registered	Renewal Due - 19-Sep-2019
	LOVE AND KISSES	51400/0023	74/353,948	29-Jan-1993	1,852,522	06-Sep-1994	30 Int.	Registered	Renewal Due - 6-Sep-2014
	HATCHERS	51400/0055	77/163,094	23-Apr-2007	3,502,455	16-Sep-2008	30 Int.	Registered	Aff of Use - 6th Year - 16-Sep-2014
	DUEGGS	51400/0086	77/919,079	25-Jan-2010	3,941,803	05-Apr-2011	30 Int.	Registered	Aff of Use - 6th Year - 5-Apr-2017
	DUETS	51400/0077	77/759,948	15-Jun-2009			30 Int.	Pending	
	DUETS (STYLIZED)	51400/0078	77/760,043	15-Jun-2009			30 Int.	Pending	
	THE MADELAINE CHOCOLATE COMPANY AND DUETS (STYLIZED)	51400/0079	77/760,083	15-Jun-2009			30 Int.	Pending	

Schedule III
Copyrights and Copyright Licenses

Name	Type of Work	Registration Number	Registration Date	Application Title	Title	Description/Notes	Date of Creation	Date of Publication	Copyright Claimant	Copyright Note:
Madelaine Chocolate Novelties, Inc.	Visual Material	VA0001131241	07/19/2002		Flower Stem	Sculpture	1998	05/07/1998	Madelaine Chocolate Novelties, Inc.	
Madelaine Chocolate Novelties, Inc.	Visual Material	VA0000279453	08/03/1987	it's a girl	it's a boy	Commercial print: box Note: Packaging for chocolate cigars	1983	09-08-1983	Madelaine Chocolate Novelties, Inc.	C.O. correspondence
Madelaine Chocolate Novelties, Inc.	Visual Material	VA0000242250	10/27/1986		Milk chocolate crayons	Commercial print: folding carton Note: Title from application	1986	06/03/1986	Madelaine Chocolate Novelties, Inc.	
Madelaine Chocolate Novelties, Inc.	Visual Material	VA0000353030	06/06/1989		Milk chocolate miniature baby booties	Commercial print	1989	01/15/1989	Madelaine Chocolate Novelties, Inc.	
Madelaine Chocolate Novelties, Inc.	Visual Material	VA0000425866	09/18/1990		Milk chocolate miniature car Series/Other Title: miniature cars; no. 443	Sculpture Commercial print: foil packaging	1984	06/21/1984	Madelaine Chocolate Novelties, Inc.	Catalogued from application
Madelaine Chocolate Novelties, Inc.	Visual Material	VA0000362399	06/07/1989	Maddie's joggers, 442	Milk chocolate miniature chocolate sneakers	Commercial print	1988	06/26/1988	Madelaine Chocolate Novelties, Inc.	C.O. correspondence
Madelaine	Visual	VA0000370007	10/03/1989	Miniature	Milk chocolate	Commercial print: foil	1987	06/21/1987	Madelaine	

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Chocolate Novelties, Inc.	Material	VAO000411840	06/11/1990	soldiers, 106	miniature soldiers	packaging	1987	60/21/1987	Chocolate Novelties, Inc.	Notice: MCN
Madelaine Chocolate Novelties, Inc.	Visual Material				Milk chocolate polinsettias; Ponsettias: no. 113 Variant title: Milk chocolate polinsettias Other Title: Ponsettias	Commercial print: foil packaging			Madelaine Chocolate Novelties, Inc. MNC	
Madelaine Chocolate Novelties, Inc.	Visual Material	VAO000370006	10/03/1989	Trick or treat coins, 6	Milk chocolate trick or treat coins	Commercial print: foil packaging	1986	06/21/1986	Madelaine Chocolate Novelties, Inc. MNC	Notice: MCN
Madelaine Chocolate Novelties, Inc.	Visual Material	VAO000456078	03/11/1991		Milk chocolate tulips Additional title from copy: Madelaine chocolate tulips	Sculptures	1991	03/01/1991	Madelaine Chocolate Novelties, Inc.	Notice: 1990
Madelaine Chocolate Novelties, Inc.	Visual Material	VAO000376403	10/10/1989	Milk chocolate 2 oz. pumpkin; 2 oz. pumpkin number 20	Semi-solid milk chocolate pumpkin; [no.] 20 Other Title: Milk chocolate 2 oz. pumpkin; 2 oz. pumpkin number 20	Sculpture commercial print: foil packaging	1986	06/21/1986	Madelaine Chocolate Novelties, Inc.	Notice: MCN
Madelaine Chocolate Novelties, Inc.	Visual Material	VAO000376402	10/10/1989	Milk chocolate one oz. turkey; one oz. turkey number 82	Semi-solid milk chocolate turkeys; [no.] 82 Other Title: Milk chocolate one oz. turkey; one oz. turkey number 82	Sculpture Commercial Print: foil packaging	1986	06/21/1986	Madelaine Chocolate Novelties, Inc.	Notice: MCN C.O. correspondence

Madeline Chocolate Novelties, Inc.	Visual Material	VA0000420086	08/20/1990		Sweet addition	Commercial print	1990	04/01/1990	Madeline Chocolate Novelties, Inc.	
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