

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		05/06/2013	Bank: UNITED STATES

**RECEIVING PARTY DATA**

Name:	DEMET'S CANDY COMPANY
Street Address:	30 Buxton Farm Road
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06905
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3522373	TRUENORTH
Registration Number:	3570044	TRUENORTH
Registration Number:	3517094	TRUENORTH
Registration Number:	3718968	TRUENORTH
Registration Number:	3712864	YOUR TRUENORTH IS CALLING

**CORRESPONDENCE DATA**

Fax Number: 2122776501  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-277-6500  
 Email: ipdocketing-ny@dicksteinshapiro.com  
 Correspondent Name: CLARK W. LACKERT  
 Address Line 1: 1633 BROADWAY  
 Address Line 2: NEW YORK  
 Address Line 4: NEW YORK, NEW YORK 10019-6708

OP \$140.00 3522373

ATTORNEY DOCKET NUMBER:	D2930.0000
NAME OF SUBMITTER:	Clark W. Lackert
Signature:	/Clark W. Lackert/
Date:	05/07/2013
<b>Total Attachments: 3</b> source=Termination and Release of Security Interest in Trademark Rights (executed)#page1.tif source=Termination and Release of Security Interest in Trademark Rights (executed)#page2.tif source=Termination and Release of Security Interest in Trademark Rights (executed)#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE dated as of May 6, 2013, is granted by PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent (the "Agent") for certain lenders, in favor of DEMET'S CANDY COMPANY, a Delaware corporation with an address of 30 Buxton Farm Road, Stamford, Connecticut 06905 ("DeMet's Candy") and DEMET'S HOLDINGS LLC, a Delaware limited liability company with an address of 8 Sound Shore Drive, Suite 265, Greenwich, Connecticut 06830 (together with DeMet's Candy, the "Borrowers").

WITNESSETH:

WHEREAS, pursuant to the Patent, Trademark and Security Agreement, dated as of November 20, 2012, made by and among the Agent and the Borrowers (the "2012 Agreement") and pursuant to the Security Agreement, dated as of July 30, 2010, made by and among the Agent and the Borrowers (the "2010 Agreement"), a security interest (the "Security Interest") was granted by the Borrowers in favor of the Agent in certain collateral, including certain Trademark Collateral (as hereinafter defined);

WHEREAS, the 2010 Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 23, 2010 at Reel 4440 Frame 0394; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the 2012 Agreement and the 2010 Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A hereto, all goodwill of the business connected with the use of, and symbolized by, each trademark listed on Schedule A and all proceeds of the foregoing, and the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world.

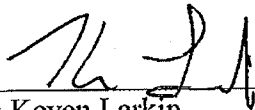
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.



[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION

By:   
Name: Keven Larkin  
Title: Vice President

**SCHEDULE A  
Trademark Collateral**

<b>Trademark</b>	<b>Country</b>	<b>Application Date</b>	<b>Application No.</b>	<b>Registration Date</b>	<b>Registration No.</b>
TRUENORTH	United States	1/4/2007	77/975,836	10/21/2008	3,522,373
TRUENORTH (stylized)  	United States	7/30/2008	77/534,588	2/3/2009	3,570,044
TRUENORTH (stylized)  	United States	12/18/2006	77/066,380	10/14/2008	3,517,094
TRUENORTH	United States	1/4/2007	77/075,980	12/1/2009	3,718,968
YOUR TRUENORTH IS CALLING	United States	6/3/2008	77/489,724	11/17/2009	3,712,864