

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Long Grove Confectionery Co.		06/10/2013	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Baldi Candy Co. d/b/a Arway Confections, Inc.		
<b>Street Address:</b>	3245 N. Kimball		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60618		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1234777	LONG GROVE CONFECTIONERY CO.	
<b>Registration Number:</b>	1233820	MYRTLES	
<b>Registration Number:</b>	1553110		
<b>Registration Number:</b>	2410232	THE CHICAGO MINT	
<b>Registration Number:</b>	2506230	THE ULTIMATE APPLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122226379		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	312/755-3179		
<b>Email:</b>	mhays@agdglaw.com		
<b>Correspondent Name:</b>	Mary Vidal Hays		
<b>Address Line 1:</b>	330 N. Wabash, Ste. 1700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Mary Vidal Hays		

**OP \$140.00 1234777**

**900257872**

**TRADEMARK  
 REEL: 005046 FRAME: 0932**

Signature:	/Mary Vidal Hays/
Date:	06/13/2013
Total Attachments: 5 source=Long Grove Assignment#page1.tif source=Long Grove Assignment#page2.tif source=Long Grove Assignment#page3.tif source=Long Grove Assignment#page4.tif source=Long Grove Assignment#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of June 10, 2013, by and between Long Grove Confectionery Co., an Illinois corporation ("Assignor"), and Baldi Candy Co. d/b/a Arway Confections, Inc., an Illinois corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement dated as of June 10, 2013, by and between Assignor and Assignee (the "Agreement"). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

WHEREAS, Assignor is the owner of all right, title and interest in and to certain intellectual property rights as hereinafter defined to the extent set forth in the Agreement; and

WHEREAS, pursuant to subsection (c) of Section 3.2 of the Agreement, to which Assignor and Assignee are parties, Assignor has agreed to execute this Assignment, pursuant to which Assignee shall be assigned the entirety of Assignor's right, title and interest in and to certain intellectual property rights.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

For good and valuable consideration (including that recited in the Agreement), the receipt and adequacy of which are hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee and its successors, assigns and nominees all of Assignor's right, title and interest in and to all of Assignor's Intellectual Property (separately, an "IP Right" and collectively, the "IP Rights"), including but not limited to Assignor's interest in that certain patent listed on Schedule A hereto, subject matter which is not patented but is protected under patent law, copyrights, trade names, registered trademarks listed on Schedule A hereto, all other trademarks, service marks, logos, brands, trade dress, web-sites, domain names listed on Schedule A hereto, all other domain names, concepts, inventions, works of authorship, information fixed in any tangible medium of expression, plans, designs, know-how, processes, ideas, formulae, specifications, manufacturing techniques, technical developments, systems, artwork, software, scripts, processes, and methods of doing business, trade secrets, software and software drives, and other intellectual property rights of Assignor used in Assignor's confectionery business unit, together with all goodwill associated therewith.

Assignor represents and warrants that it has good and marketable title, free and clear of restraints on transfer or assignment and free and clear of all liens, mortgages, pledges, encumbrances, security interests, or charges of any kind, other than liens for taxes, assessments or other governmental charges not yet due and payable, to all of the IP Rights.

The parties agree that the assignment of each IP Right shall be construed as separable and divisible from the assignment of every other IP Right. The unenforceability or invalidity of this Assignment with respect to any one of the IP Rights shall not limit its enforceability or validity, in whole or in part, with respect to any of the other IP Rights.

Assignor does hereby acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of the foregoing described property, as made and granted hereby, are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Upon the request of Assignee any time after the Closing, Assignor will forthwith execute and deliver such instruments of assignment, transfer and other documents as Assignee or its counsel may request in order to perfect title to the IP Rights or otherwise to effectuate the purposes of this Assignment.

This Assignment shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, as the case may be.

This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each party and received by the other party.

This Assignment shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Illinois, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

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Signature page immediately follows

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed as of the date first hereinabove set forth.

**ASSIGNOR**

LONG GROVE CONFECTIONERY CO., an Illinois corporation

By: \_\_\_\_\_

Name: John Mangel II

Title: President

**ASSIGNEE**

BALDI CANDY CO. D/B/A ARWAY CONFECTIONS, INC., an Illinois corporation

By: \_\_\_\_\_

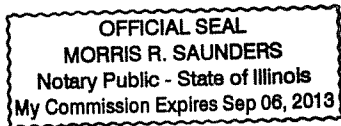
Name: Craig Leva

Title: President

State of Illinois )  
 )  
County of Cook ) ss.:

On the 12 day of June, 2013, before me personally appeared JOHN MANGEL II, to me known, who being by me duly sworn, did depose and say that he is the President of Long Grove Confectionery Co., the Assignor, described in the foregoing instrument.

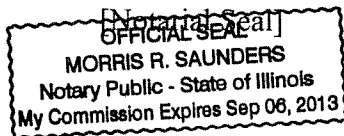
[Notarial Seal]



  
Notary Public

State of Illinois )  
 )  
County of Cook ) ss.:

On the 12 day of June, 2013, before me personally appeared CRAIG LEVA, to me known, who being by me duly sworn, did depose and say that he is the President of Baldi Candy Co. d/b/a Arway Confections, Inc., the Assignee, described in the foregoing instrument.



  
Notary Public

1423703.1

**SCHEDULE A**

**Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration No.</u></b>
1. Long Grove Confectionery Co. (design mark)	4/12/1983	1,234,777
2. Myrtles	4/5/1983	1,233,820
3. Design mark	8/22/1989	1,553,110
4. The Chicago Mint	12/5/2000	2,410,232
5. The Ultimate Apple	11/13/2001	2,506,230

**Patent**

1. The Confectionery Product Patent evidenced by Patent No. US D654,656 S dated February 28, 2012.

**Domain Names**

1. www.longgrove.com