

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
FRANKFORD CANDY LLC		08/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	2240 BUTLER PIKE
City:	PLYMOUTH MEETING
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2878330	JELLY PLANET
Registration Number:	2900424	DIG 'N DIPS
Registration Number:	2889920	TOON POP
Registration Number:	2060846	FRANKFORD
Registration Number:	3127972	FOOD COURT
Registration Number:	3500325	SIMPLE DELIGHTS
Registration Number:	3451487	CRAVIN'
Registration Number:	3822825	GHOULRY BOX
Registration Number:	3975972	MALLO-LICIOUS

CORRESPONDENCE DATA

Fax Number: 2158511420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 215-851-8100

OP \$240.00 2878330

Email: phlipdocketing@reedsmith.com
Correspondent Name: Maryellen Feehery Hank
Address Line 1: P.O. Box 7990
Address Line 2: Intellectual Property
Address Line 4: Philadelphia, PENNSYLVANIA 19101-7990

ATTORNEY DOCKET NUMBER:	882368.70004
NAME OF SUBMITTER:	Maryellen Feehery Hank
Signature:	/Maryellen Feehery Hank/
Date:	08/21/2013

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “**Release**”) is made as of August 1, 2013 (“Effective Date”) by and between FRANKFORD CANDY LLC, A Delaware Limited Liability Company (“Grantor”); and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Secured Party”).

WHEREAS, pursuant to the terms of a INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “AGREEMENT”), dated February 8th, 2011, certain security interests were granted to the Secured Party by Grantor;

WHEREAS, pursuant to the terms of the AGREEMENT Grantor, granted to the Secured Party a security interest in the Intellectual Property Collateral of Grantor, as that term was defined in the AGREEMENT, including (a) all of Grantor’s Trademarks including those referred to on Schedule I attached thereto; (b) all of Grantor’s patents including those referred to on Schedule II attached thereto; and (c) all proceeds of the Trademarks and patents;

WHEREAS, pursuant to the terms of the AGREEMENT, Grantor and Secured Party agreed to specific definitions of certain terms, which definitions are herein adopted as if set forth fully herein;

WHEREAS, Grantor has paid all of their outstanding indebtedness to Secured Party and requested that Secured Party terminate and release any and all security interests it may have in and to the Intellectual Property Collateral; and

WHEREAS, Secured Party has agreed to such termination and release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby releases and terminates any and all security interests and other interests it may have in and to Intellectual Property Collateral. Secured Party further releases and terminates any and all security interests it may have in and to Trademarks and Patents owned by Grantor which Secured Party may have received pursuant to Section 5 of the AGREEMENT. Secured Party further acknowledges and agrees that any authorization to Secured Party to modify and/or supplement the AGREEMENT pursuant to Section 5 of the AGREEMENT is hereby withdrawn and null and void. Secured Party further acknowledges and agrees that any and all powers of attorney granted to Secured Party pursuant to Section 6 of the AGREEMENT are hereby withdrawn and null and void. Grantor is authorized to file this Release with the USPTO and any other governmental authority.

The delivery of an executed counterpart of a signature page of this RELEASE, the construction, interpretation, and enforcement thereof, and the rights of the parties hereto with respect to all matters arising hereunder shall be determined, governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

** * * Signature Page Follows * * **

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered as of the date first written above.

Dated: August 13, 2013

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: *Michael Pascale*
Name: *Michael Pascale*
Title: *Senior Vice President*

ACCEPTED AND ACKNOWLEDGED:

By:

FRANKFORD CANDY LLC

By: _____
Name: Nathan Hoffman
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered as of the date first written above.

Dated: August __, 2013


**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED:

By:

FRANKFORD CANDY LLC

By: 
Name: Nathan Hoffman
Title: Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Trademark</u>	<u>Country/Region</u>	<u>Registration Number</u>	<u>Registration Date</u>
JELLY PLANET LOGO	U.S.A	2,878,330	08/31/2004
DIG N' DIP	U.S.A.	2,900,424	11/02/2004
TOON POP	U.S.A.	2,889,920	09/28/2004
FRANKFORD	U.S.A.	2,060,846	05/13/1997
FOOD COURT	U.S.A.	3,127,972	08/08/2006
FRANKFORD	New Zealand	755008	09/13/2006
FRANKFORD	Australia, China, European Community, Turkey, and Russian Federation	0900601	09/25/2006
FRANKFORD	New Zealand	755008	09/13/2006
FRANKFORD	Mexico	1028928	03/04/2008
FRANKFORD	El Salvador		
FRANKFORD	India		
SIMPLE DELIGHTS	U.S.A.	3,500,325	09/09/2008
CRAVIN'	U.S.A.	3,451,487	06/17/2008
GHOULRY BOX	U.S.A.	3,822,825	03/20//2009
MALLO- LICIOUS	U.S.A.	Pending	

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations/Applications

<u>Patent</u>	<u>Country/Region</u>	<u>Registration Number</u>	<u>Registration Date</u>
CANDY CANE WITH POUND COMBINATION (TWO PACKAGES)	U.S.A.	29/174,593	01/31/2003
CANDY CANE WITH POUCH COMBINATION (JUST CANDY CANE)	U.S.A.	29/174,595	01/31/2003
CANDY CANE WITH POUCH COMBINATION (WITH BOW)	U.S.A.	29/174,594	01/31/2003