

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM321904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/30/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fannie May Confections, Inc.		
Street Address:	8550 West Bryn Mawr Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1770031	FANNIE FARMER	
Registration Number:	1392552	FANNY FARMER	
Registration Number:	0126844	FANNY FARMER	
Registration Number:	0578907	FANNY FARMER	
Registration Number:	0904804	FANNY FARMER	
Registration Number:	0905819	FANNY FARMER	
Registration Number:	1393461	FANNY FARMER	
Registration Number:	2121790	FANNIE MAY	
Registration Number:	1407863	FANNIE MAY KITCHEN FRESH CANDIES	
Registration Number:	1758566	PECAN DIXIES	
Registration Number:	0593071	PIXIES	
Registration Number:	1816447	SWEET PERSUASION	
Registration Number:	1607576	TRINIDAD	
Registration Number:	1400579	TRINIDADS	
Registration Number:	3193615	FANNIE MAY	
Registration Number:	2221712	DEBUTANTES	
Registration Number:	0998022	FF	
CORRESPONDENCE DATA			
TRADEMARK			

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Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: Genevieve Dorment, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1422
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NAME OF SUBMITTER:	Genevieve Dorment
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SIGNATURE:	/gd/
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DATE SIGNED:	10/31/2014
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Total Attachments: 3

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

TERMINATION AND RELEASE dated as of September 30, 2014, from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") to FANNIE MAY CONFECTIONS, INC., a Delaware corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of August 28, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), Obligor granted a security interest (the "Security Interest") to the Agent in certain collateral, including Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of August 28, 2008, among the Agent and Obligor (the "Trademark Security Agreement"), Obligor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 3, 2008 at Reel 3865 and Frame 0026.

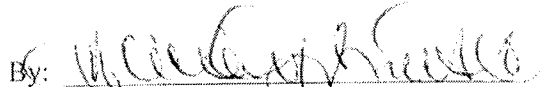
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration, 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. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Collateral, and any right, title or interest of the Agent in such 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.

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

JPMORGAN CHASE BANK, N.A.

By: 
Name: Alicia Schreiber
Title: Vice President

[Signature Page to Termination and Release of Security Interest in Trademark Rights]

SCHEDULE A**U.S. Trademark Registrations and Applications**

Title	App./Reg. No.
FANNIE FARMER	1,770,031
FANNIE FARMER AND DESIGN	1,392,552
FANNY FARMER	126,844
FANNY FARMER	578,907
FANNY FARMER AND DESIGN	904,804
FANNY FARMER	905,819
FANNY FARMER	1,393,461
FANNIE MAY	2,121,790
FANNIE MAY KITCHEN FRESH CANDIES	1,407,863
PECAN DIXIES	1,758,566
PIXIES	593,071
SWEET PERSUASION	1,816,447
TRINIDAD	1,607,576
TRINIDADS	1,400,579
FANNIE MAY	3,193,615
DEBUTANTES	2,221,712
FF	998,022