

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM321983

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fannie May Confections, Inc.		09/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2221712	DEBUTANTES	
Registration Number:	4395435	FANNIE MAY BERRIES	
Registration Number:	4395446	FANNIE MAY BERRIES	
Registration Number:	1392552	FANNY FARMER	
Registration Number:	0126844	FANNY FARMER	
Registration Number:	1393461	FANNY FARMER	
Registration Number:	3193615	FANNIE MAY	
Registration Number:	2121790	FANNIE MAY	
Registration Number:	1407863	FANNIE MAY KITCHEN FRESH CANDIES	
Registration Number:	0998022	FF	
Registration Number:	1758566	PECAN DIXIES	
Registration Number:	0593071	PIXIES	
Registration Number:	1607576	TRINIDAD	
Registration Number:	1400579	TRINIDADS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>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.</i>			
<b>Phone:</b>	(212) 455-3605		
<b>Email:</b>	ksolomon@stblaw.com		
<b>TRADEMARK</b>			

CH \$365.00 2221712

<b>Correspondent Name:</b>	Genevieve Dorment, Esq.
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP
<b>Address Line 2:</b>	425 Lexington Avenue
<b>Address Line 4:</b>	New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/1422
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<b>NAME OF SUBMITTER:</b>	Genevieve Dorment
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<b>SIGNATURE:</b>	/gd/
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<b>DATE SIGNED:</b>	11/03/2014
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**Total Attachments: 9**

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*Execution Copy*

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 30, 2014 is made by FANNIE MAY CONFECTIONS, INC., a Delaware corporation, located at 5353 Lauby Road, North Canton, OH 44720 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of September 30, 2014 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), among Borrower, each of the other grantors party thereto, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of September 30, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in all Intellectual Property, including the Trademark Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on Schedule A hereto (collectively, the "Collateral") to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations. Notwithstanding the foregoing, the Collateral does not and shall not include any Excluded Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

***Execution Copy***

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FANNIE MAY CONFECTIONS, INC.

By: W. E. Shea  
Name: William E. Shea  
Title: Vice President  
Date: 9/30/14

[Signature Page to Grant of Security Interest in Trademark Rights]

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By: 

Name:

Title:

Date:

**ALICIA T. SCHREIBSTEIN**  
**VICE PRESIDENT**

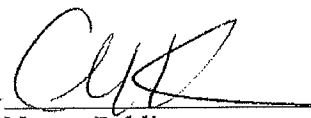
[Signature Page to Grant of Security Interest in Trademark Rights]

ACKNOWLEDGMENT OF OBLIGOR

STATE OF New York )  
COUNTY OF Nassau ) ss

On the 30 day of September, 2014, before me personally came William E. Shea, who is personally known to me to be the Vice President of FANNIE MAY CONFECTIONS, INC. a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

COLLEEN M. KEARNEY  
Notary Public, State of New York  
No. 02KE6202774  
Qualified in Nassau County  
Commission Expires March 23, 2017

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

TRADEMARK

REEL: 005392 FRAME: 0872

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF *New York* )  
 ) ss  
COUNTY OF *New York* )

On the 30th day of September, 2014, before me personally came Alicia Schreiberstein, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

STEPHAN J. FITZPATRICK  
Notary Public, State of New York  
No. 01400000000  
Qualified in New York County  
Commission Expires Nov. 12, 2017




*Stephan J. Fitzpatrick*  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



Schedule A

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Serial No. / Reg. No</u>	<u>Filing Date / Reg. Date</u>	<u>Owner</u>
DEBUTANTES (329-888)	75/435,412 2,221,712	2/17/1998 2/2/1999	Fannie May Confections, Inc.
FANNIE MAY BERRIES (329-1225)	85/819,805 4,395,435	1/10/2013 9/3/2013	Fannie May Confections, Inc.
FANNIE MAY BERRIES (& DESIGN) (329-1226) 	85/820,303 4,395,446	1/10/2013 9/3/2013	Fannie May Confections, Inc.
FANNY FARMER (& DESIGN) (329-891) 	73/559,118 1,392,552	9/19/1985 5/6/1986	Fannie May Confections, Inc.
FANNY FARMER (STYLIZED) (329-895) 	71/116,028 126,844	2/20/1919 10/7/1919	Fannie May Confections, Inc.

FANNY FARMER (STYLIZED) (329-896)  <i>Fanny Farmer</i>	73/558,488 1,393,461	9/16/1985 5/13/1986	Fannie May Confections, Inc.
FANNIE MAY (STYLIZED) (329-925)  FANNIE MAY	78/825,713 3,193,615	2/28/2006 1/2/2007	Fannie May Confections, Inc.
FANNIE MAY (STYLIZED) (329-898)  <i>Fannie May</i>	75/231,420 2,121,790	1/27/1997 12/16/1997	Fannie May Confections, Inc.
FANNY MAY KITCHEN FRESH CANDIES (329-901)	73/560,398 1,407,863	9/27/1985 9/2/1986	Fannie May Confections, Inc.
FF (STYLIZED) (329-902)  77	73/003,627 998,022	10/15/1973 11/12/1974	Fannie May Confections, Inc.
PECAN DIXIES (329-907)	74/246,931 1,758,566	2/18/1992 3/16/1993	Fannie May Confections, Inc.
PIXIES (STYLIZED) (329-909)  <i>P</i> IXIES	71/620,600 593,071	10/29/1951 7/27/1954	Fannie May Confections, Inc.
TRINIDAD (329-911)	73/828,253 1,607,576	9/29/1989 7/24/1990	Fannie May Confections, Inc.

TRINIDAD (329-912)	73/552,664 1,400,579	8/9/1985 7/8/1986	Fannie May Confections, Inc.
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