

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harry London Candies, Inc.		09/30/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1918956	COOKIE JOYS	
Registration Number:	1823041	HARRY LONDON	
Registration Number:	1309265	PRETZEL JOYS	
Registration Number:	2117089	TRUFFLE FONDUE	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		
NAME OF SUBMITTER:	Genevieve Dorment		
SIGNATURE:	/gd/		
DATE SIGNED:	11/03/2014		
Total Attachments: 7			
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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 HARRY LONDON CANDIES, INC., an Ohio 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.

HARRY LONDON CANDIES, INC.

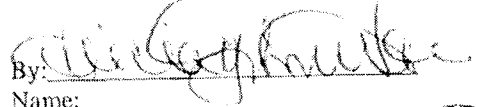
By: WESLEY E. SHEA
Name: WILLIAM E. SHEA
Title: Vice President
Date: 9/30/14

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

TRADEMARK
REEL: 005392 FRAME: 0989

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 HARRY LONDON CANDIES, INC., an Ohio 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)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF *New York*)
COUNTY OF *New York*)^{ss}

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.

Brandon Fitzpatrick

Notary Public

BRANDON A. FITZPATRICK
Notary Public, State of New York
No. 0178296333
Qualified in New York County
Commission Expires Nov. 12, 2017

(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>
COOKIE JOYS (329-920)	74/388,284 1,918,956	5/3/1993 9/12/1995	Harry London Candies, Inc.
HARRY LONDON (329-913)	74/390,070 1,823,041	5/7/1993 2/22/1994	Harry London Candies, Inc.
PRETZEL JOYS (329-916)	73/457,504 1,309,265	12/19/1983 12/11/1984	Harry London Candies, Inc.
TRUFFLE FONDUE (329-918)	75/119,541 2,117,089	6/5/1996 11/25/1997	Harry London Candies, Inc.