

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS AGENT		08/30/2013	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	KENCRAFT, INC.
Street Address:	119 East 200 North
City:	Alpine
State/Country:	UTAH
Postal Code:	84004
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	2108276	
Registration Number:	2119390	
Registration Number:	2119355	
Serial Number:	76362977	ALPINE CONFECTIONS
Registration Number:	2140966	
Registration Number:	1986935	BUBBLEGUM BUDDIES
Registration Number:	1980925	CANDY CLIMBERS
Registration Number:	2407337	CANDY WITH CHARACTERS
Registration Number:	2263793	CHOCOPALS
Registration Number:	2066936	CHUMMY CHUMS
Serial Number:	76610648	DECORATE YOUR CAKE AND EAT IT TOO!
Serial Number:	76219143	TECH-CHECK
Serial Number:	78219090	
Serial Number:	78219134	
Registration Number:	2117703	
Registration Number:	2941535	HUG ME
Registration Number:	2119358	I LOVE YOU
Registration Number:	2909433	IMAGIPOPS

OP \$1415.00 2108276

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2269911	JAWBREAKER BUDDIES
Registration Number:	1946903	KENCRAFT
Registration Number:	2936896	KOOKIE KAKES
Registration Number:	1299746	KOOKY KONES
Serial Number:	78559789	LIL' LOLLIES
Registration Number:	1272045	LOLLIPALS
Registration Number:	1953101	PEPPERMINT PLACE
Registration Number:	1299747	PETITCUPS
Registration Number:	1510318	PIC-A-POP RAINBOW-TREE
Registration Number:	2138768	PUPPET PALS
Registration Number:	2117672	
Registration Number:	2033209	
Registration Number:	2161729	
Registration Number:	2054873	
Registration Number:	2932673	
Registration Number:	2312782	
Registration Number:	2119359	
Registration Number:	2899320	
Registration Number:	2941534	BOO
Registration Number:	2054948	
Registration Number:	2886227	
Registration Number:	2163718	
Registration Number:	2171062	
Registration Number:	2899321	
Registration Number:	2831124	
Registration Number:	2914415	
Registration Number:	2130052	
Serial Number:	76299031	SWEET GREETINGS
Registration Number:	2390518	TAFFYTOONS
Registration Number:	2236213	TEENSY WEENSY CANDY BASKET
Registration Number:	2493568	THE BUBBLEGUM BUNCH
Registration Number:	2310151	
Registration Number:	2308164	
Serial Number:	78206592	TWISTIX
Registration Number:	2900784	TWISTPOP
Registration Number:	2117679	
Registration Number:	2815873	
Serial Number:	78219139	

CORRESPONDENCE DATA**Fax Number:** 6172270781*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:** 617-557-9756**Email:** dmandilas@hembar.com**Correspondent Name:** Demetrios Mandilas**Address Line 1:** Hemenway & Barnes LLP, 60 State Street**Address Line 2:** 8th Floor**Address Line 4:** Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	11198-1
NAME OF SUBMITTER:	John J. Siciliano
SIGNATURE:	/John J. Siciliano/
DATE SIGNED:	03/26/2015

Total Attachments: 8

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PAYOFF CONFIRMATION LETTER

August 30, 2013

DYNAMIC CONFECTIONS, INC.
KENCRAFT, INC.
MAXFIELD CANDY COMPANY
TTD HOLDINGS INC.
119 East 200 North
Alpine, UT 84004
Attn: R. Taz Murray and Ken Jacquin

DYNAMIC CHOCOLATES, ULC
1648 Derwent Way
Delta, B.C. V3M 6R9
Canada
Attn: R. Taz Murray

Re: Loan and Security Agreement dated as of May 5, 2006 (as amended, supplemented, restated and modified from time to time, the "Loan Agreement"), by and among certain lenders (collectively, "Lenders"), Bank of America, N.A., as agent for such lenders ("Agent"), Dynamic Confections, Inc., a Utah corporation formerly known as KDM Holdings, Inc. ("Parent"), Kencraft, Inc., a Utah corporation ("Kencraft"), Maxfield Candy Company, a Utah corporation ("Maxfield"), TTD Holdings Inc., a Utah corporation ("TTD", and together with Parent, Kencraft and Maxfield, collectively, "US Borrowers") and Dynamic Chocolates, ULC, a Nova Scotia unlimited liability company ("Canadian Borrower; collectively with the US Borrowers, "Borrowers"), together with the credit facility documents and agreements executed in connection therewith (collectively, the "Loan Documents")

Ladies and Gentlemen:

Agent has been informed that Borrowers intend to terminate the Loan Documents on August 30, 2013 ("Payoff Date") and to satisfy in full all loans and other obligations of Borrowers to Agent and the Lenders outstanding as of the Payoff Date (except Borrowers' obligations related to the Bank Products), including all principal, interest, fees, expenses, and other amounts outstanding or payable under the Loan Documents (collectively, "Obligations"). Agent has agreed to accept the payoff and to release its liens under the Loan Documents on Borrowers' assets ("Agent's Liens"), on the terms set forth in this letter agreement.

Agent agrees that upon its receipt, no later than 12:00 noon (Pacific Standard Time) on the Payoff Date, of (a) immediately available funds in an amount equal to \$315,864.92 in US dollars ("US Payoff Amount"), which consists of \$292,144.98 in US dollars of principal, \$292.91 in US dollars of interest, \$927.03 in US dollars of fees, \$15,000.00 in US dollars representing security against obligations payable by Borrowers pursuant to any Bank Products ("Bank Products Deposit") and \$7,500.00 in US dollars in respect of the Expense Reserve (as

defined below), (b) immediately available funds in an amount equal to **\$87,207.62** in US dollars ("US Dollars Canadian Payoff Amount"), which consists of \$87,148.02 in US dollars of principal and \$59.60 in US dollars of interest, (c) immediately available funds in an amount equal to **\$763,715.61** in Canadian dollars ("Canadian Dollars Canadian Payoff Amount"), and together with the US Payoff Amount and the US Dollars Canadian Payoff Amount, the "Payoff Amount"), which consists of \$761,652.64 in Canadian dollars of principal and \$2,062.97 in Canadian dollars of interest and (d) a fully executed copy of this letter agreement:

1. The Obligations will be satisfied, other than Borrowers' obligations relating to the Bank Products, and other than any indemnification and other provisions that survive under the express terms of the Loan Documents;

2. Agent's Liens shall be of no further force or effect; and

3. Borrowers are authorized to file releases of all financing statements filed by Agent with respect to the Obligations showing a Borrower as debtor. Upon any Borrower's reasonable request from time to time, Agent will execute and deliver such additional lien releases as may be necessary to effectively terminate any and all Agent's Liens on the assets and properties of Borrowers on any public record.

Instructions for the wire transfer of funds to Agent are as follows:

US PAYOFF AMOUNT OF **\$315,864.92** in US dollars:
Bank of America, N.A.
New York
For the Account of Bank of America -- Southwest Collection
ABA #: 026009593
Account #: 936-933-7800
Reference: Dynamic Confections, Inc.

US DOLLARS CANADIAN PAYOFF AMOUNT OF **\$87,207.62** in US dollars:
Bank of America International New York
335 Madison Ave., NY 10017
Swift Code: BOFAUS3N
ABA Routing #: 026009593
Account #: 65502-01805
For Account of: Bank of America, Canada Branch, Swift Code BOFACATT, Dynamic Confections, Inc.

CANADIAN DOLLARS CANADIAN PAYOFF AMOUNT OF
\$763,715.61 in Canadian dollars:
LVTS -- Large Value Transaction System
Bank of America, N.A., Canada Branch
200 Front Street West, Toronto
Swift Code: BOFACATT
Transit #: 56792-0241
Account #: 90083255
Attention: Loans Department, Dynamic Confections, Inc.

By their acceptance hereof, Borrowers acknowledge and agree that (a) Agent reserves all of its rights with respect to each automated clearinghouse (ACH) transfer and each check and other instrument or payment item received by Agent from Borrowers or any of Borrowers' account debtors prior to full payment of the Obligations as contemplated hereby (such ACH transfers, checks, instruments or other payment items being, collectively, "Payment Items"); (b) Agent has credited the amount of all such Payment Items to Borrowers' account, but Agent has not yet received full and final credit or payment therefor; and (c) Borrowers shall reimburse and pay to Agent, promptly after Agent's demand therefor made at any time within 60 days after the date hereof, in immediately available funds, the amount of any such Payment Item that is dishonored or returned to Agent or remains unpaid for any reason plus any bank charges and all other reasonable costs incurred by Agent that arise as a result of such dishonor or return.

Borrowers acknowledge and agree that the Payoff Amount includes a cost and expense reserve in the amount of \$7,500.00 in US dollars (the "Expense Reserve") which will be held by Agent until all of the fees, costs and expenses payable to Agent in connection with the Loan Documents (other than Bank Product obligations) or the performance of the parties under this letter agreement have been satisfied and the balance, if any, remaining after such application shall be remitted by Agent to Borrowers with an accounting of any deductions therefrom; provided, however, that such remaining balance (if any) will be remitted by Agent to Borrowers no later than 90 days after the satisfaction of the conditions referred to in the second paragraph hereunder pursuant to the wiring instructions provided to Agent by Borrowers. If Agent incurs fees, costs or expenses in connection with this letter agreement or the Loan Documents (other than Bank Product obligations) after the balance of the Expense Reserve has been remitted to Borrowers, including without limitation, fees, costs or expenses that arise from or relate to litigation or any other dispute resolution proceeding involving this letter agreement or the other Loan Documents, Borrowers shall reimburse Agent, promptly after receipt of a demand therefor (and in any event within three (3) Business Days of receipt of such request), for the full amount of all such fees, costs, or expenses.

If, on the date 14 days after the date that all Bank Products are closed or cancelled, the amount of the Bank Products Deposit exceeds the amount of obligations payable by Borrowers and incurred by Agent in connection with the Bank Products, Agent will pay the difference to Borrowers. If at any time, the amount of such obligations exceeds the remaining amount of the Bank Products Deposit, if any, Borrowers shall pay the difference to Agent upon demand.

Borrowers acknowledge that the Payoff Amount is due and owing pursuant to the Loan Documents. If, for any reason, any of the Payoff Amount or any other amounts applied by Agent to payment of the Obligations is voided or rescinded or must otherwise be returned by Agent as a

result of any Borrower's insolvency, bankruptcy or otherwise, Borrowers acknowledge and agree that the Loan Documents, and Borrowers' obligations and liabilities thereunder, shall be reinstated to that extent. Borrowers agree to close their blocked, collection, disbursement, depository and other cash management accounts maintained with Agent, not later than June 30, 2014.

By its signature below, each Borrower (a) confirms its consent to the foregoing and (b) acknowledges that, upon Agent's receipt of the Payoff Amount, Agent (in its capacity as agent under the Loan Agreement) and Lenders have no further obligations or liabilities to Borrowers, and Bank of America, N.A. has no further obligations to Borrowers except in connection with any cash management services and Bank Products provided to Borrowers.

Each Borrower absolutely and unconditionally releases, forever discharges, and acquits Agent and the Lenders, and any and all of its parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, participants, successors and assignees, together with all of the present and former directors, officers, agents and employees of any of the foregoing (collectively, the "Released Parties"), on and with effect from the Payoff Date, from any and all further obligations to any Borrower under or in connection with the Loan Documents and from any and all claims, rights, demands, injuries, debts, damages, liabilities, omissions, accounts, contracts, agreements, actions, and causes of action, whether at law or in equity, and whether based on contract, tort, or otherwise, known or unknown, suspected or unsuspected, of every kind and nature, which any Borrower or its successors, assigns, heirs, and representatives at any time had, now have, or hereafter can or may have against any of the respective Released Parties, in any way arising from or related to the Loan Documents and the transactions thereunder; provided, however, that each Borrower does not release, discharge or acquit Agent or the Lenders from their obligations specifically set forth in this letter agreement. Without limiting the generality of the foregoing, each Borrower releases the Released Parties from any and all claims related to the Payout Amount or any component thereof, all of which each Borrower agrees are properly due and payable. It is the intention of each Borrower that in executing this letter agreement that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified and in furtherance of this intention waives and relinquishes all rights and benefits under Section 1542 of the Civil Code of the State of California, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Each Borrower acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action and agree that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. Each Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Each Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of each Released Party above that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Released Party on the basis of any claim released, remised and discharged by any Borrower pursuant to the above release. If any Borrower or any of its successors, assigns or other legal representatives violates the foregoing covenant, each Borrower, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as any Released Party may sustain as a result of such violation, all attorneys' fees and costs incurred by such Released Party as a result of such violation.

This letter agreement may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by telefacsimile or electronic "pdf" shall have the same force and effect as the delivery of an original executed counterpart. Any party delivering an executed counterpart of this letter agreement by telefacsimile or electronic "pdf" shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this letter agreement. This shall constitute an agreement made in, and governed by, the internal laws of the State of California.

[Remainder of Page Intentionally Left Blank.]

Very truly yours,

BANK OF AMERICA, N.A.,
as Agent

By 
Title: Senior Vice President

Acknowledged and agreed:

DYNAMIC CONFECTIONS, INC.,
a Utah corporation

By _____
Title:

KENCRAFT, INC.,
a Utah corporation

By _____
Title:

MAXFIELD CANDY COMPANY,
a Utah corporation

By _____
Title:

TTD HOLDINGS INC.,
a Utah corporation

By _____
Title:

DYNAMIC CHOCOLATES ULC,
a Nova Scotia unlimited liability company

By _____
Title:

NY 100 10000

BANK OF AMERICA, N.A.

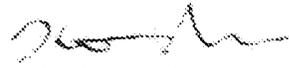
as Agent

By
Title

Acknowledged and agreed:

DYNAMIC CONFECTIONS, INC.,

a Utah corporation

By 
Title: *Director*

KENCRAFT, INC.,

a Utah corporation

By 
Title: *Director of Finance*
IT'S SWEET SYSTEMS
MANFIELD CANDY COMPANY,
a Utah corporation

By 
Title: *Director of Administration*
IT'S SWEET SYSTEMS
TTD HOLDINGS INC.,
a Utah corporation

By 
Title: *Director of Finance*
IT'S SWEET SYSTEMS
DYNAMIC CHOCOLATES LLC,
a Nova Scotia unlimited liability company

By
Title:

→

Very truly yours,

BANK OF AMERICA, N.A.,
as Agent

By _____
Title:

Acknowledged and agreed:

DYNAMIC CONFECTIONS, INC.,
a Utah corporation

By _____
Title:

KENCRAFT, INC.,
a Utah corporation

By _____
Title:

MAXFIELD CANDY COMPANY,
a Utah corporation

By _____
Title:

TTD HOLDINGS INC.,
a Utah corporation

By _____
Title:

DYNAMIC CHOCOLATES ULC,
a Nova Scotia unlimited liability company

By  _____
Title: *7/26/10 Kent*