

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM431887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		05/30/2017	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fannie May Confections, Inc.		
<b>Street Address:</b>	5353 Lauby Road		
<b>City:</b>	North Canton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44720		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2221712	DEBUTANTES	
<b>Registration Number:</b>	4395435	FANNIE MAY BERRIES	
<b>Registration Number:</b>	4395446	FANNIE MAY BERRIES	
<b>Registration Number:</b>	1392552	FANNY FARMER	
<b>Registration Number:</b>	0126844	FANNY FARMER	
<b>Registration Number:</b>	1393461	FANNY FARMER	
<b>Registration Number:</b>	3193615	FANNIE MAY	
<b>Registration Number:</b>	2121790	FANNIE MAY	
<b>Registration Number:</b>	1407863	FANNIE MAY KITCHEN FRESH CANDIES	
<b>Registration Number:</b>	0998022	FF	
<b>Registration Number:</b>	1758566	PECAN DIXIES	
<b>Registration Number:</b>	0593071	PIXIES	
<b>Registration Number:</b>	1607576	TRINIDAD	
<b>Registration Number:</b>	1400579	TRINIDADS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		

OP \$365.00 2221712

**Email:** james.murray@wolterskluwer.com  
**Correspondent Name:** James Murray  
**Address Line 1:** 4400 Easton Commons Way, Suite 125  
**Address Line 2:** CT Corporation  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	06/20/2017
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**Total Attachments: 6**

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**RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

RELEASE dated as of May 30, 2017 (this “Release”), from JPMORGAN CHASE BANK, N.A., as Administrative Agent (the “Administrative Agent”), for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of September 30, 2014, as amended on December 23, 2016 (as may be 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 Administrative Agent, in favor of FANNIE MAY CONFECTIONS, INC., a Delaware corporation, located at 5353 Lauby Road, North Canton, OH 44720 (the “Grantor”).

**WITNESSETH:**

WHEREAS, pursuant to the Security Agreement, dated as of September 30, 2014, in favor of the Administrative Agent, as reaffirmed on December 23, 2016 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), Grantor granted a security interest to the Administrative Agent in certain collateral, including Trademark Collateral (as that term is defined in the Security Agreement);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of September 30, 2014, among the Administrative Agent and Grantor (the “Trademark Security Agreement”), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the security interest to the Administrative Agent specifically in that certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded by the United States Trademark Office on November 3, 2014 at Reel 5392, Frame 0866; and

WHEREAS, the Administrative Agent now desires to release the entirety of its security interest in those Trademarks set forth on Schedule A hereto (together with all of the goodwill associated therewith, the “Released 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 Release, the Administrative Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement.
2. Release of Security Interest. The Administrative Agent, for the benefit of the Secured Parties, hereby releases, terminates, cancels and discharges all of its security interest in the Released Collateral, and hereby re-assigns, conveys and transfers to the Grantor any right, title and interest that the Administrative Agent may have in the Released Collateral.
3. Reservation of Rights. For clarity, the Administrative Agent’s security interest in and to all Collateral other than the Released Collateral shall remain in full force and effect.

4. Governing Law. This Release is governed by the laws of the State of New York.

5. Further Assurances. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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:

Title:

**Alicia T. Schreibstein**  
**Executive Director**

*[Signature Page to Release of Trademarks]*

# SCHEDULE A

## U.S. Trademark Registrations and Applications

Mark	Serial No./ Reg. No.	Filing Date/ Reg. Date	Owner
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) 	73/558,488 1,393,461	9/16/1985 5/13/1986	Fannie May Confections, Inc.

Mark	Serial No./ Reg. No.	Filing Date/ Reg. Date	Owner
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.
FANNIE 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.
TRINIDADS (329-912)	73/552,664  1,400,579	8/9/1985  7/8/1986	Fannie May Confections, Inc.