

08-26-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

RECC
TF



102533181

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Corrective
MRD 8-26-03

1. Name of conveying party(ies):

Ferrara Pan Candy Co., Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: See Schedule 1

Internal

Address:

Street Address: 111 W. Washington St.-Ste. 400

City: Chicago State: Illinois Zip: 60602

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other See Schedule 2

Execution Date: 8/26/03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75861333

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Levenfeld Pearlstein

Internal Address: Attn: Steven M. Weiss

Street Address: 211 Waukegan Rd.-Ste. 300

City: Northfield State: IL Zip: 60093

6. Total number of applications and registrations involved: 99

7. Total fee (37 CFR 3.41).....\$ 2,490.00

- Enclosed
- Authorized to be charged to deposit account fee paid

8. Deposit account number:

502035

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven M. Weiss

August 26, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE 1

RECEIVING PARTY: Cole Taylor Bank, as Administrative Agent for Cole Taylor Bank, LaSalle Business Credit, Inc. and any other person or entity which may at any time or from time to time in the future become a "Lender" pursuant to the Third Amended and Restated Loan and Security Agreement dated December 19, 2002 by and among Ferrara Pan Candy Co., Inc., Cole Taylor Bank, as Administrative Agent, Cole Taylor Bank and LaSalle Business Credit, Inc.

SCHEDULE 2

Correction to conveying party and nature of conveyance to document previously recorded as Reel 2661, Frame 255.

H:\Docs\45400\45417\Schedule 2 to UCC CLEAN 08-26-03.DOC

TRADEMARK
REEL: 002710 FRAME: 0597

EXHIBIT B TO ASSIGNMENT OF PATENT, TRADEMARK AND LICENSE MORTGAGE AND
AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE MORTGAGE

Continuation of Number 4 on Trademark Recordation Form Dated January 20, 2003

Trademarks, Trade Names and Services Marks

Mark	Serial or Registration No.	Registration Date
Red Hots	74041422	
Atomic Sour Balls	75/798,706	
Atomic Sour Ball	75/798,705	
Gummy Wow Worms	78/093,038	
Gummy Groos	78/093,018	10/8/02
Fruithead	76/086,103	
Numpy's	78/085,626	
Mighty Minnows	78/075,160	
Ferrara Red Fish	78/075,153	
Fire and Ice	78/075,151	
Atomic Fireball	76/041,387	11/12/02
Knucklehead	76/040,232	
	1,790,579	8/31/93
Lemonhead Design	1,975,848	5/28/96
Alexander the Grape	1,049,161	9/28/76
Alexander the Grape Design	1,790,581	8/31/93
Applehead	2,120,169	12/9/97
Applehead Design	2,150,924	4/14/98
Atomic Fireball	1,316,009	1/22/85
Atomic Fireball	2,368,697	7/18/00
Atomic Fireball Design	614,947	10/25/55
Best of the Bunch	2,508,149	11/13/01
Cherry Clan	1,374,942	12/10/85
Cherry Clan Design	1,790,582	8/31/93
Cherryhead Design	2,066,989	6/3/97
Child's Choice	1,992,099	8/6/96
Fercola	1,651,203	7/16/91
Ferrara	947,326	11/14/72
Ferrara Pan	1,030,964	1/20/76
Ferrara Pan	1,931,324	10/31/95
Ferrara Pan	1,936,858	11/21/95
Ferrara Pan	2,316,128	2/08/00
Ferrara Pan	2,316,671	2/08/00
Ferrara Pan Alexander the Grape	1,763,120	4/06/93
Ferrara Pan Atomic Fireball	1,602,638	6/19/90
Ferrara Pan Cherry Clan	1,597,706	5/22/90
Ferrara Pan Fruit Cocktail	1,620,213	10/30/90
Ferrara Pan Johnny Apple Treats	1,597,705	5/22/90
Ferrara Pan Lemonhead	1,763,119	4/06/93
Ferrara Pan Mr. Melon	1,766,086	4/20/93

Fireball	1,549,387	7/25/89
Fruit Cocktail	673,614	2/13/59
Fruit Headline	2,173,118	7/14/98
Fruit Parade	1,811,623	12/14/93
Fruit Parade	1,822,069	2/15/94
Glo Worms	2,036,033	2/4/97
Grapehead	2,021,248	12/3/96
Grapehead Design	2,069,381	6/10/97
Jawbusters	2,205,938	11/24/98
Johnny Apple Treats	1,285,458	7/10/84
Johnny Apple Treats Design	1,790,578	8/31/93
Lemonhead	78/115,078	03/15/02
Lemonhead	781,824	12/15/64
Lemonhead	2,205,620	11/24/98
Lemonhead	2,205,625	11/24/98
Lemonhead	2,205,626	11/24/98
Lemonhead Design	1,790,580	8/31/93
Lemonhead Design	2,319,355	2/15/00
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Long Fellers	743,066	1/1/63
Melonhead	2,241,677	4/27/99
Melonhead Design	2,573,910	5/28/02
Mr. Melon	1,350,899	7/23/85
Orangehead	2,010,727	10/22/96
Orangehead Design	2,066,987	6/3/97
Punchhead	2,181,040	8/11/98
Punchhead Design	2,578,845	6/11/02
Quality Ferpanco Candies	1,168,595	9/8/81
Red Hots	2,238,836	4/13/99
Strawberryhead	2,239,070	4/13/99
Strawberryhead Design	2,571,632	5/21/02
Taffy-Mendous	1,967,416	4/9/96
Cherryhead	2032661	1/21/97
Atomic Fireball	78156845	
Red Hots	78114912	
Red Hots	78158212	
The Original Jaw Breakers Jaw Busters	78123511	
Jaw Busters	78114891	
Narbles	78162009	
Numpty's	78161464	
Baubles	78167384	
Red Hots	78132094	
Red Hots	78132335	
Ferrara Pan Mini Red Fish	78167847	
Thunderboltz	78167402	
Atomic Fireball	78167356	
Bingers	78167372	
Lemonhead Design	78157119	
Lemonhead Design	78166892	
Dynamos	78162081	

Jaw Busters The Original Jaw Breakers	78123549	
Lemonhead	78156723	
Red Hots Cinnamon Flavored Candies	78132115	
Lemonhead Design	78166959	
Boston Baked Beans	78114946	
Jujuhead	78196288	
Jujuheads	78196305	
Neon Elves	78201740	
Confectioners Alliance	75861333	

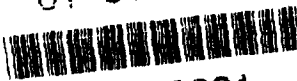
01-31-2003

Form PTO-1594
(Rev. 03/01)

OMB No. 0851-0027 (exp. 5/31/2002)

Tab settings

1-28-03 REC TF



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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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1. Name of conveying party(ies):

Cole Taylor Bank

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- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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- Other December 19, 2002
- Merger
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Steven M. Weiss

Name of Person Signing

Signature

January 27, 2003

Date

Total number of pages including cover sheet, attachments, and document: 26

01 FC:0321
02 FC:0322

49.00 CH
2450.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002661 FRAME: 0255

TRADEMARK
REEL: 002710 FRAME: 0601

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AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE MORTGAGE**

Continuation of Number 4 on Trademark Recordation Form Dated January 20, 2003

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Fruithead	76/086,103	
Numpty's	78/085,626	
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Boston Baked Beans	78114946	
Jujuhead	78196288	
Jujuheads	78196305	
Neon Elves	78201740	
Confectioners Alliance	75861333	

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven Bright, Esq.
Levenfeld Pearlstein
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

**ASSIGNMENT OF
PATENT, TRADEMARK AND LICENSE MORTGAGE
AND
AMENDED AND RESTATED
PATENT, TRADEMARK AND LICENSE MORTGAGE -
FERRARA PAN CANDY CO., INC.**

THIS ASSIGNMENT OF PATENT, TRADEMARK AND LICENSE MORTGAGE AND PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of 12/17, 2002, by **FERRARA PAN CANDY CO., INC.**, with offices at 7301 West Harrison Street, Forest Park, Illinois 60130 ("Mortgagor"), in favor of **COLE TAYLOR BANK**, as Administrative Agent for **COLE TAYLOR BANK** ("CTB"), **LASALLE BUSINESS CREDIT, INC.** ("LaSalle") and any other person or entity which may at any time or from time to time in the future become a "Lender" pursuant to the Loan Agreement (defined below) (CTB, LaSalle and each such other person and entity shall be herein referred to individually as a "Lender" and collectively as the "Lenders") with offices at 111 West Washington Street, Suite 400, Chicago, Illinois 60602 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor, Lenders and Mortgagee are parties to a certain Third Amended and Restated Loan and Security Agreement dated as of December 17, 2002 (said loan and security agreement, as may be further amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Lenders to extend credit to or for the account of Mortgagor; and (ii) for the grant by Mortgagor to Mortgagee, on behalf and for the pro-rata benefit of Lenders, of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, CTB hereby grants, transfers and assigns to Mortgagee, all of its right, title, and interest in and to that certain Patent,

Trademark and License Mortgage dated as of June 15, 2002 (the "Original Mortgage"), given by Mortgagor to CTB, which was filed with the United States Patent and Trademark Office on September 13, 2002, subject to all of the terms and conditions of the Original Mortgage.

By accepting the assignment set forth in this paragraph, Mortgagee hereby assumes and agrees to perform all of the terms, covenants, and conditions of the Original Mortgage to be performed on the part of CTB. Mortgagee agrees to indemnify, defend and hold CTB and its members, managers, officers, employees and agents harmless from and against any and all obligations, liabilities, payments, claims and demands of any kind whatsoever under the Original Mortgage or any other document or instrument executed by CTB in connection therewith.

Mortgagee hereby remises, releases and forever discharges CTB of and from any and all manner of action, cause and causes of action, suits, debts, obligations, liabilities, sums of money, deposits, proration amounts, credits, bonds, bills, covenants, agreements, claims and demands, whatsoever, in law or in equity, known or unknown, which are asserted or alleged or which could be asserted or alleged, arising from or relating to any act or omission of CTB arising from or related to the Original Mortgage or the transaction contemplated thereby.

THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THIS ASSIGNMENT IS MADE ON AN "AS IS, WHERE IS" BASIS ONLY, AND CTB MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO THE ORIGINAL MORTGAGE, AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

2. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Liabilities" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, on behalf and for the pro-rata benefit of Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default" (as defined in the Loan Agreement), all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");
- (ii) trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including,

without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a) - (d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

- (iii) to the extent assignable, all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Mortgagor's rights thereunder are hereinafter referred to collectively as the "Licenses"); and
- (iv) the goodwill of Mortgagor's business connected with, and symbolized by, the Trademarks.

4. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

- (i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part, and are presently subsisting;
- (ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;
- (iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;
- (iv) Mortgagor has adopted, used and is currently using all of the Trademarks which are registered;
- (v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and
- (vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms and has entered or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

5. Restrictions on Future Agreements. Mortgagor agrees that until the Liabilities shall have been satisfied in full, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its

control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage; provided, however, that nothing in this Section 4 shall be deemed to limit Mortgagor's ability to grant or obtain rights under license agreements pertaining to the Patents, Trademarks or Licenses entered into by Mortgagor after the date hereof in the ordinary course of Mortgagor's business, which license agreements and Mortgagor's rights thereunder shall constitute Licenses and be subject to the terms of this Mortgage. Mortgagor and Mortgagee mutually acknowledge that Mortgagor may wish to license the use of some or all of the Patents in foreign countries. Mortgagee hereby consents to such licenses in foreign countries done in the ordinary course of business.

6. New Patents, Trademarks and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents and Trademarks listed on Exhibits A and B, respectively, constitute all of the Patents and Trademarks now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A and B, as applicable, to include any such Patents and Trademarks.

7. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of: (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder; or (ii) the Liabilities have been paid in full. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Liabilities, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or an agent appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold, leased or licensed by Mortgagor under the Trademarks.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Liabilities, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to revert in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and costs, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate prescribed in the Loan Agreement.

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently in accordance with its customary business practices any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable and

consistent with the corporation's prior practices and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses in accordance with its customary business practices. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

12. Mortgagee's Right to Sue. Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns and Lenders, their successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

19. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Counterparts. This Mortgage may be executed in any number of counterparts, each of which counterparts, once they are executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same mortgage.

22. Amendment and Restatement. This Mortgage amends and restates the Original Mortgage.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage in favor of Mortgagee as of the date first written above.

MORTGAGOR:

FERRARA PAN CANDY CO., INC.

By: [Signature]
Title: V.P.

By: [Signature]
Title: Treasurer

By: [Signature]
Title: [Signature]

CTB:

COLE TAYLOR BANK

By: [Signature]
Title: V.P.

MORTGAGEE:

COLE TAYLOR BANK, as Administrative Agent for the Lenders

By: [Signature]
Title: V.P.

EXHIBIT A TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Patents

Patent number and date, name of inventor and title of invention as stated in Patent or Patent Application:

NONE

TRADEMARK
REEL: 002661 FRAME: 0268

TRADEMARK
REEL: 002710 FRAME: 0614

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RI  U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102220262

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-10-02
 Ferrara Pan Candy Co., Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Cole Taylor Bank
 Internal Address: _____
 Address: _____

Street Address: 111 W. Washington St. -Ste. 400
 City: Chicago State: Illinois Zip: 60602

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other 6/15/02

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 75 / 861,333

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven M. Weiss
 Internal Address: _____

Street Address: 211 Waukegan Road,

City: Northfield State: IL Zip: 60093

6. Total number of applications and registrations involved: 118

7. Total fee (37 CFR 3.41).....\$ 2,965.90

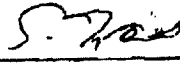
Enclosed
 Authorized to be charged to deposit account _____

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Steven M. Weiss  September 5, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 12

09/13/2002 INTELLEX 0000069 70361333

01 FC:401
02 FC:402

40.00 OP
2925.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

REEL 2574 FRAME 0244

TRADEMARK
REEL: 002661 FRAME: 0269

TRADEMARK
REEL: 002710 FRAME: 0615

Trademarks, Trade Names and Services Marks

Mark	Serial or Registration No.	Registration Date
	75/861,333	
	75/798,706	
	75/798,705	
	73/660,239	
	74/642,142	
	74/642,141	
	74/642,140	
	74/642,138	
	74/642,137	
	74/642,136	
	73/616,696	
	75/588,642	
	75/588,640	
	74/578,841	
	73/539,287	
	75/497,705	
	74/214,246	
	75/188,780	
	75/188,780	
	75/163,812	
	74/150,552	
	74/149,742	
	75/105,920	
	78/093,038	
	78/093,018	
	76/086,103	
	78/085,626	
	78/075,160	
	78/075,153	
	78/075,151	
	75/070,092	
	75/069,979	
	74/041,442	
	76/041,387	
	76/040,232	
	74/015,264	
	74/015,263	
	743,066	
	847,326	
	1,084,164	
	1,275,413	
	1,634,284	
	1,644,100	
	1,652,770	
	1,652,771	
	1,686,617	
	1,701,227	
	1,790,579	8/31/93

REEL 2574 FRAME 0245

TRADEMARK
REEL: 002661 FRAME: 0270

TRADEMARK
REEL: 002710 FRAME: 0616

REEL 2574 FRAME 0246

	1,936,858	
	1,967,416	
	1,975,848	5/28/96
Alexander the Grape	1,030,964	
Alexander the Grape	1,045,161	9/28/76
Alexander the Grape Design	1,790,581	8/31/93
Applehead	2,120,169	12/9/97
Applehead Design	2,150,924	4/14/98
Atomic Fireball	76/041,387	05/05/00
Atomic Fireball	1,316,009	1/22/85
Atomic Fireball	2,368,697	07/18/00
Atomic Fireball Design	614,947	
Best of the Bunch	2,508,149	11/13/01
Cherry Clan	1,374,942	12/10/85
Cherry Clan Design	1,790,582	8/31/93
Cherryhead	2,031,661	1/21/97
Cherryhead Design	2,066,989	6/3/97
Child's Choice	1,992,099	8/6/96
Fercola	1,651,203	7/16/91
Ferrara	947,326	11/14/72
Ferrara Chocolate Almond Delight	1,597,694	05/22/90
Ferrara Pan	1,030,964	01/20/76
Ferrara Pan	1,931,324	10/31/95
Ferrara Pan	1,936,858	11/21/95
Ferrara Pan	2,316,128	02/08/00
Ferrara Pan	2,316,671	02/08/00
Ferrara Pan Alexander the Grape	1,763,120	04/06/93
Ferrara Pan Atomic Fireball	1,602,638	06/19/90
Ferrara Pan Cherry Clan	1,597,706	05/22/90
Ferrara Pan Fruit Cocktail	1,620,213	10/30/90
Ferrara Pan Johnny Apple Treats	1,597,705	05/22/90
Ferrara Pan Lemonhead	1,763,119	04/06/93
Ferrara Pan Mr. Melon	1,766,086	04/20/93
Ferrara Red Fish	78/075,153	07/23/01
Fireball	1,549,387	7/25/89
Fruit Cocktail	673,614	2/13/59
Fruit Headline	2,173,118	7/14/98
Fruit Parade	1,811,623	12/14/93
Fruit Parade	1,822,069	2/15/94
Glo-Worms	2,036,033	2/4/97
Grapehead	2,021,248	12/13/96
Grapehead Design	2,069,381	6/10/97
Jawbusters	2,205,938	
Johnny Apple Treats	1,285,458	7/10/84
Johnny Apple Treats Design	1,790,578	8/31/93
Lemonhead	73/677,172	08/07/87
Lemonhead	74/642,139	03/06/95
Lemonhead	78/115,078	03/15/02
Lemonhead	781,824	12/15/64
Lemonhead	1,866,533	12/06/94
Lemonhead	2,205,620	11/24/98
Lemonhead	2,205,625	11/24/98
Lemonhead	2,205,626	11/24/98

TRADEMARK
REEL: 002661 FRAME: 0271TRADEMARK
REEL: 002710 FRAME: 0617

Lemonhead Design	1,790,580	8/31/93
Lemonhead Design	2,319,355	2/15/00
Lemonhead Design	2,319,356	2/15/00
Long Fellers	743,066	1/1/63
Melonhead	2,241,677	4/27/99
Melonhead Design	2,573,910	
Mr. Melon	1,350,899	7/23/85
Orangehead	2,010,727	10/22/96
Orangehead Design	2,066,987	6/3/97
Punchhead	2,181,040	8/11/98
Punchhead Design	2,578,845	
Quality Ferpanco Candies	1,168,595	9/8/81
Red Hots	2,238,836	4/13/99
Ringers	1,634,284	2/5/91
Strawberryhead	2,239,070	4/13/99
Strawberryhead Design	2,571,632	
Taffy-mendous	1,967,416	4/9/96

REEL 26/4 FRAME 0247

TRADEMARK
REEL: 002661 FRAME: 0272

TRADEMARK
REEL: 002710 FRAME: 0618

FOR RECORDER'S USE ONLY

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven Bright, Esq.
Levenfeld Pearlstein
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

**PATENT, TRADEMARK AND LICENSE MORTGAGE -
FERRARA PAN CANDY CO., INC.**

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of June 15, 2002, by FERRARA PAN CANDY CO., INC., with offices at 7301 West Harrison Street, Forest Park, Illinois 60130 ("Mortgagor"), in favor of COLE TAYLOR BANK, with offices at 111 West Washington Street, Suite 400, Chicago, Illinois 60602 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Second Amended and Restated Loan and Security Agreement dated as of June 15, 2002 (said loan and security agreement, as may be further amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Mortgagee to extend credit to or for the account of Mortgagor; and (ii) for the grant by Mortgagor to Mortgagee of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Liabilities" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default" (as defined in the Loan Agreement), all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

H:\Docs\09500\9599\178 Trademark Mortgage -FINAL.doc

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**TRADEMARK
REEL: 002661 FRAME: 0273**

**TRADEMARK
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(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof. (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a) - (d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) to the extent assignable, all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Mortgagor's rights thereunder are hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with, and symbolized by, the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part, and are presently subsisting;

(ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;

REEL 2574 FRAME 0249

TRADEMARK
REEL: 002661 FRAME: 0274

TRADEMARK
REEL: 002710 FRAME: 0620

- (iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;
- (iv) Mortgagor has adopted, used and is currently using all of the Trademarks;
- (v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and
- (vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms and has entered or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Liabilities shall have been satisfied in full, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage; provided, however, that nothing in this Section 4 shall be deemed to limit Mortgagor's ability to grant or obtain rights under license agreements pertaining to the Patents, Trademarks or Licenses entered into by Mortgagor after the date hereof in the ordinary course of Mortgagor's business, which license agreements and Mortgagor's rights thereunder shall constitute Licenses and be subject to the terms of this Mortgage. Mortgagor and Mortgagee mutually acknowledge that Mortgagor may wish to license the use of some or all of the Patents in foreign countries. Mortgagee hereby consents to such licenses in foreign countries done in the ordinary course of business.

5. New Patents, Trademarks and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents and Trademarks listed on Exhibits A and B, respectively, constitute all of the Patents and Trademarks now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A and B, as applicable, to include any such Patents and Trademarks.

6. Royalties: Terms. The term of the mortgages granted herein shall extend until the earlier of: (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder; or (ii) the Liabilities have been paid in full. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Liabilities, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying

Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagee agrees that Mortgagee, or an agent appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold, leased or licensed by Mortgagor under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Liabilities, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to revest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and costs, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate prescribed in the Loan Agreement.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable and consistent with the corporation's prior practices and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

11. Mortgagee's Right to Sue. Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to

make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagee's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

16. Binding Effect: Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

BORROWER:

FERRARA PAN CANDY CO., INC.

By: [Signature]

Title: [Signature]

By: [Signature]

Title: Treas.

By: [Signature]

Title: VP

REEL 2574 FRAME 0252

By: [Signature]

Title: [Signature]

By: [Signature]

Title: VP

By: [Signature]

Title: CEO

REEL 2574 FRAME 0253

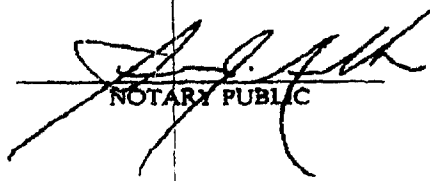
TRADEMARK
REEL: 002661 FRAME: 0278

TRADEMARK
REEL: 002710 FRAME: 0624

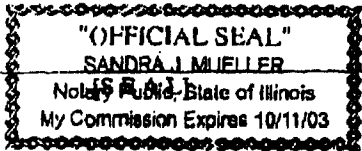
) SS.
COUNTY OF COOK)

I, SANDRA J. MUELLER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____, _____ of Ferrara Pan Candy Co., Inc., personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of June, 2002.


NOTARY PUBLIC

My Commission Expires:



HEEL 2574 FRAME 0254

TRADEMARK
REEL: 002661 FRAME: 0279

TRADEMARK
REEL: 002710 FRAME: 0625

EXHIBIT A TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Patents

Patent number and date, name of inventor and title of invention as stated in Patent or Patent Application:

NONE

REEL 2574 FRAME 0255

RECORDED ON: 09/10/2002

TRADEMARK
REEL: 002661 FRAME: 0280

TRADEMARK
REEL: 002710 FRAME: 0626

SCHEDULE 1

RECEIVING PARTY: Cole Taylor Bank, as Administrative Agent for Cole Taylor Bank, LaSalle Business Credit, Inc. and any other person or entity which may at any time or from time to time in the future become a "Lender" pursuant to the Third Amended and Restated Loan and Security Agreement dated December 19, 2002 by and among Ferrara Pan Candy Co., Inc., Cole Taylor Bank, as Administrative Agent, Cole Taylor Bank and LaSalle Business Credit, Inc.

TRADEMARK
REEL: 002661 FRAME: 0281

TRADEMARK
REEL: 002710 FRAME: 0627

EXHIBIT B TO ASSIGNMENT OF PATENT, TRADEMARK AND LICENSE MORTGAGE AND
AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE MORTGAGE

Continuation of Number 4 on Trademark Recordation Form Dated January 20, 2003

Trademarks, Trade Names and Services Marks

<u>Mark</u>	<u>Serial or Registration No.</u>	<u>Registration Date</u>
Red Hots	74041422	
Atomic Sour Balls	75/798,706	
Atomic Sour Ball	75/798,705	
Gummy Wow Worms	78/093,038	
Gummy Groos	78/093,018	10/8/02
Fruithead	76/086,103	
Numpty's	78/085,626	
Mighty Minnows	78/075,160	
Ferrara Red Fish	78/075,153	
Fire and Ice	78/075,151	
Atomic Fireball	76/041,387	11/12/02
Knucklehead	76/040,232	
	1,790,579	8/31/93
Lemonhead Design	1,975,848	5/28/96
Alexander the Grape	1,049,161	9/28/76
Alexander the Grape Design	1,790,581	8/31/93
Applehead	2,120,169	12/9/97
Applehead Design	2,150,924	4/14/98
Atomic Fireball	1,316,009	1/22/85
Atomic Fireball	2,368,697	7/18/00
Atomic Fireball Design	614,947	10/25/55
Best of the Bunch	2,508,149	11/13/01
Cherry Clan	1,374,942	12/10/85
Cherry Clan Design	1,790,582	8/31/93
Cherryhead Design	2,066,989	6/3/97
Child's Choice	1,992,099	8/6/96
Fercola	1,651,203	7/16/91
Ferrara	947,326	11/14/72
Ferrara Pan	1,030,964	1/20/76
Ferrara Pan	1,931,324	10/31/95
Ferrara Pan	1,936,858	11/21/95
Ferrara Pan	2,316,128	2/08/00
Ferrara Pan	2,316,671	2/08/00
Ferrara Pan Alexander the Grape	1,763,120	4/06/93
Ferrara Pan Atomic Fireball	1,602,638	6/19/90
Ferrara Pan Cherry Clan	1,597,706	5/22/90
Ferrara Pan Fruit Cocktail	1,620,213	10/30/90
Ferrara Pan Johnny Apple Treats	1,597,705	5/22/90
Ferrara Pan Lemonhead	1,763,119	4/06/93
Ferrara Pan Mr. Melon	1,766,086	4/20/93

Fireball	1,549,387	7/25/89
Fruit Cocktail	673,614	2/13/59
Fruit Headline	2,173,118	7/14/98
Fruit Parade	1,811,623	12/14/93
Fruit Parade	1,822,069	2/15/94
Glo Worms	2,036,033	2/4/97
Grapehead	2,021,248	12/3/96
Grapehead Design	2,069,381	6/10/97
Jawbusters	2,205,938	11/24/98
Johnny Apple Treats	1,285,458	7/10/84
Johnny Apple Treats Design	1,790,578	8/31/93
Lemonhead	78/115,078	03/15/02
Lemonhead	781,824	12/15/64
Lemonhead	2,205,620	11/24/98
Lemonhead	2,205,625	11/24/98
Lemonhead	2,205,626	11/24/98
Lemonhead Design	1,790,580	8/31/93
Lemonhead Design	2,319,355	2/15/00
Lemonhead Design	2,319,356	2/15/00
Long Fellers	743,066	1/1/63
Melonhead	2,241,677	4/27/99
Melonhead Design	2,573,910	5/28/02
Mr. Melon	1,350,899	7/23/85
Orangehead	2,010,727	10/22/96
Orangehead Design	2,066,987	6/3/97
Punchhead	2,181,040	8/11/98
Punchhead Design	2,578,845	6/11/02
Quality Ferpanco Candies	1,168,595	9/8/81
Red Hots	2,238,836	4/13/99
Strawberryhead	2,239,070	4/13/99
Strawberryhead Design	2,571,632	5/21/02
Taffy-Mendous	1,967,416	4/9/96
Cherryhead	2032661	1/21/97
Atomic Fireball	78156845	
Red Hots	78114912	
Red Hots	78158212	
The Original Jaw Breakers Jaw Busters	78123511	
Jaw Busters	78114891	
Narbles	78162009	
Numpty's	78161464	
Baubles	78167384	
Red Hots	78132094	
Red Hots	78132335	
Ferrara Pan Mini Red Fish	78167847	
Thunderboltz	78167402	
Atomic Fireball	78167356	
Bingers	78167372	
Lemonhead Design	78157119	
Lemonhead Design	78166892	
Dynamos	78162081	

TRADEMARK
REEL: 002661 FRAME: 0283

TRADEMARK
REEL: 002710 FRAME: 0629

Jaw Busters The Original Jaw Breakers	78123549	
Lemonhead	78156723	
Red Hots Cinnamon Flavored Candies	78132115	
Lemonhead Design	78166959	
Boston Baked Beans	78114946	
Jujuhead	78196288	
Jujuheads	78196305	
Neon Elves	78201740	
Confectioners Alliance	75861333	

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven Bright, Esq.
Levenfeld Pearlstein
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

**ASSIGNMENT OF
PATENT, TRADEMARK AND LICENSE MORTGAGE
AND
AMENDED AND RESTATED
PATENT, TRADEMARK AND LICENSE MORTGAGE -
FERRARA PAN CANDY CO., INC.**

THIS ASSIGNMENT OF PATENT, TRADEMARK AND LICENSE MORTGAGE AND PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of 12/17, 2002, by **FERRARA PAN CANDY CO., INC.**, with offices at 7301 West Harrison Street, Forest Park, Illinois 60130 ("Mortgagor"), in favor of **COLE TAYLOR BANK**, as Administrative Agent for **COLE TAYLOR BANK** ("CTB"), **LASALLE BUSINESS CREDIT, INC.** ("LaSalle") and any other person or entity which may at any time or from time to time in the future become a "Lender" pursuant to the Loan Agreement (defined below) (CTB, LaSalle and each such other person and entity shall be herein referred to individually as a "Lender" and collectively as the "Lenders") with offices at 111 West Washington Street, Suite 400, Chicago, Illinois 60602 ("Mortgagee"):

W I T N E S S E T H:

WHEREAS, Mortgagor, Lenders and Mortgagee are parties to a certain Third Amended and Restated Loan and Security Agreement dated as of December 17, 2002 (said loan and security agreement, as may be further amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Lenders to extend credit to or for the account of Mortgagor; and (ii) for the grant by Mortgagor to Mortgagee, on behalf and for the pro-rata benefit of Lenders, of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses:

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, CTB hereby grants, transfers and assigns to Mortgagee, all of its right, title, and interest in and to that certain Patent,

Trademark and License Mortgage dated as of June 15, 2002 (the "Original Mortgage"), given by Mortgagor to CTB, which was filed with the United States Patent and Trademark Office on September 13, 2002, subject to all of the terms and conditions of the Original Mortgage.

By accepting the assignment set forth in this paragraph, Mortgagee hereby assumes and agrees to perform all of the terms, covenants, and conditions of the Original Mortgage to be performed on the part of CTB. Mortgagee agrees to indemnify, defend and hold CTB and its members, managers, officers, employees and agents harmless from and against any and all obligations, liabilities, payments, claims and demands of any kind whatsoever under the Original Mortgage or any other document or instrument executed by CTB in connection therewith.

Mortgagee hereby remises, releases and forever discharges CTB of and from any and all manner of action, cause and causes of action, suits, debts, obligations, liabilities, sums of money, deposits, proration amounts, credits, bonds, bills, covenants, agreements, claims and demands, whatsoever, in law or in equity, known or unknown, which are asserted or alleged or which could be asserted or alleged, arising from or relating to any act or omission of CTB arising from or related to the Original Mortgage or the transaction contemplated thereby.

THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THIS ASSIGNMENT IS MADE ON AN "AS IS, WHERE IS" BASIS ONLY, AND CTB MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, OF ANY KIND WITH RESPECT TO THE ORIGINAL MORTGAGE. AND ALL SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

2. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Liabilities" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, on behalf and for the pro-rata benefit of Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default" (as defined in the Loan Agreement), all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");
- (ii) trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including,

without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a) - (d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

- (iii) to the extent assignable, all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Mortgagor's rights thereunder are hereinafter referred to collectively as the "Licenses"); and
- (iv) the goodwill of Mortgagor's business connected with, and symbolized by, the Trademarks.

4. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

- (i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part, and are presently subsisting;
- (ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;
- (iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;
- (iv) Mortgagor has adopted, used and is currently using all of the Trademarks which are registered;
- (v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and
- (vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms and has entered or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

5. Restrictions on Future Agreements. Mortgagor agrees that until the Liabilities shall have been satisfied in full, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its

control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage; provided, however, that nothing in this Section 4 shall be deemed to limit Mortgagor's ability to grant or obtain rights under license agreements pertaining to the Patents, Trademarks or Licenses entered into by Mortgagor after the date hereof in the ordinary course of Mortgagor's business, which license agreements and Mortgagor's rights thereunder shall constitute Licenses and be subject to the terms of this Mortgage. Mortgagor and Mortgagee mutually acknowledge that Mortgagor may wish to license the use of some or all of the Patents in foreign countries. Mortgagee hereby consents to such licenses in foreign countries done in the ordinary course of business.

6. New Patents, Trademarks and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents and Trademarks listed on Exhibits A and B, respectively, constitute all of the Patents and Trademarks now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A and B, as applicable, to include any such Patents and Trademarks.

7. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of: (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder; or (ii) the Liabilities have been paid in full. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Liabilities, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or an agent appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold, leased or licensed by Mortgagor under the Trademarks.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Liabilities, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and costs, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate prescribed in the Loan Agreement.

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently in accordance with its customary business practices any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable and

consistent with the corporation's prior practices and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses in accordance with its customary business practices. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

12. Mortgagee's Right to Sue. Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns and Lenders, their successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

19. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Counterparts. This Mortgage may be executed in any number of counterparts, each of which counterparts, once they are executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same mortgage.

22. Amendment and Restatement. This Mortgage amends and restates the Original Mortgage.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage in favor of Mortgagee as of the date first written above.

MORTGAGOR:

FERRARA PAN CANDY CO., INC.

By: [Signature]
Title: [Signature]

By: [Signature]
Title: Trustee

By: [Signature]
Title: [Signature]

CTB:

COLE TAYLOR BANK

By: [Signature]
Title: V.P.

MORTGAGEE:

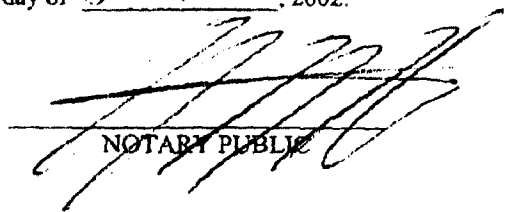
COLE TAYLOR BANK, as Administrative Agent for the Lenders

By: [Signature]
Title: V.P.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Steve Bright, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Salvatore Ferrara II, President, James S. Buffardi, Secretary/Treasurer and Thomas A. Pagano, Vice President of Ferrara Pan Candy Co., Inc., personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such President, Secretary/Treasurer and Vice President, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of December, 2002.


NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A TO PATENT, TRADEMARK AND LICENSE MORTGAGE


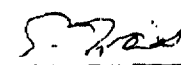
Patents

number and date, name of inventor and title of invention as stated in Patent or Patent Application:

NONE

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings		RI		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
102220262				
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): Ferrara Pan Candy Co., Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Cole Taylor Bank</u> Internal Address: _____ Street Address: <u>111 W. Washington St. - Ste. 400</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60602</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other <u>6/15/02</u> Execution Date: _____				
4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>75 / 861,333</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Steven M. Weiss</u> Internal Address: _____ Street Address: <u>211 Waukegan Road,</u> City: <u>Northfield</u> State: <u>IL</u> Zip: <u>60093</u>		6. Total number of applications and registrations involved: 118 7. Total fee (37 CFR 3.41)..... \$ <u>2,965.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account _____ 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE				
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> Steven M. Weiss  September 5, 2002 Name of Person Signing Signature Date				

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09/13/2002 INTELLEK 0000067 75861333

01 FI:481
02 FI:482

40.00 DP
2923.00 DP

Total number of pages including cover sheet, attachments, and document: 12
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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EXHIBIT B TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Trademarks, Trade Names and Services Marks

Mark	Serial or Registration No.	Registration Date
	75/861,333	
	75/798,706	
	75/798,705	
	73/660,239	
	74/642,142	
	74/642,141	
	74/642,140	
	74/642,138	
	74/642,137	
	74/642,136	
	73/616,696	
	75/588,642	
	75/588,640	
	74/578,841	
	73/539,287	
	75/497,705	
	74/214,246	
	75/188,780	
	75/188,780	
	75/163,812	
	74/150,552	
	74/149,742	
	75/105,920	
	78/093,038	
	78/093,018	
	76/086,103	
	78/085,626	
	78/075,160	
	78/075,153	
	78/075,151	
	75/070,092	
	75/069,979	
	74/041,442	
	76/041,387	
	76/040,232	
	74/015,264	
	74/015,263	
	743,066	
	847,326	
	1,084,164	
	1,275,413	
	1,634,284	
	1,644,100	
	1,652,770	
	1,652,771	
	1,686,617	
	1,701,227	
	1,790,579	8/31/93

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	1,936,858	
	1,967,416	
	1,975,848	5/28/96
Alexander the Grape	1,030,964	
Alexander the Grape	1,049,161	9/28/76
Alexander the Grape Design	1,790,581	8/31/93
Applehead	2,120,169	12/9/97
Applehead Design	2,150,924	4/14/98
Atomic Fireball	76/041,387	05/05/00
Atomic Fireball	1,316,009	1/22/85
Atomic Fireball	2,368,697	07/18/00
Atomic Fireball Design	614,947	
Best of the Bunch	2,508,149	11/13/01
Cherry Clan	1,374,942	12/10/85
Cherry Clan Design	1,790,582	8/31/93
Cherryhead	2,031,661	1/21/97
Cherryhead Design	2,066,989	6/3/97
Child's Choice	1,992,099	8/6/96
Fercola	1,651,203	7/16/91
Ferrara	947,326	11/14/72
Ferrara Chocolate Almond Delight	1,597,694	05/22/90
Ferrara Pan	1,030,964	01/20/76
Ferrara Pan	1,931,324	10/31/95
Ferrara Pan	1,936,858	11/21/95
Ferrara Pan	2,316,128	02/08/00
Ferrara Pan	2,316,671	02/08/00
Ferrara Pan Alexander the Grape	1,763,120	04/06/93
Ferrara Pan Atomic Fireball	1,602,638	06/19/90
Ferrara Pan Cherry Clan	1,597,706	05/22/90
Ferrara Pan Fruit Cocktail	1,620,213	10/30/90
Ferrara Pan Johnny Apple Treats	1,597,705	05/22/90
Ferrara Pan Lemonhead	1,763,119	04/06/93
Ferrara Pan Mr. Melon	1,766,086	04/20/93
Ferrara Red Fish	78/075,153	07/23/01
Fireball	1,549,387	7/25/89
Fruit Cocktail	673,614	2/13/59
Fruit Headline	2,173,118	7/14/98
Fruit Parade	1,811,623	12/14/93
Fruit Parade	1,822,069	2/15/94
Glo-Worms	2,036,033	2/4/97
Grapehead	2,021,248	12/13/96
Grapehead Design	2,069,381	6/10/97
Jawbusters	2,205,938	
Johnny Apple Treats	1,285,458	7/10/84
Johnny Apple Treats Design	1,790,578	8/31/93
Lemonhead	73/677,172	08/07/87
Lemonhead	74/642,139	03/06/95
Lemonhead	78/115,078	03/15/02
Lemonhead	781,824	12/15/64
Lemonhead	1,866,533	12/06/94
Lemonhead	2,205,620	11/24/98
Lemonhead	2,205,625	11/24/98
Lemonhead	2,205,626	11/24/98

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Lemonhead Design	1,790,580	8/31/93
Lemonhead Design	2,319,353	2/15/00
Lemonhead Design	2,319,356	2/15/00
Long Fellers	743,066	1/1/63
Melonhead	2,241,677	4/27/99
Melonhead Design	2,573,910	
Mr. Melon	1,350,899	7/23/85
Orangehead	2,010,727	10/22/96
Orangehead Design	2,066,987	6/3/97
Punchhead	2,181,040	8/11/98
Punchhead Design	2,578,845	
Quality Ferpanco Candies	1,168,595	9/8/81
Red Hots	2,238,836	4/13/99
Ringers	1,634,284	2/5/91
Strawberryhead	2,239,070	4/13/99
Strawberryhead Design	2,571,632	
Taffy-mendous	1,967,416	4/9/96

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FOR RECORDER'S USE ONLY

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

Steven Bright, Esq.
Levenfeld Pearlstein
211 Waukegan Road
Suite 300
Northfield, Illinois 60093

**PATENT, TRADEMARK AND LICENSE MORTGAGE -
FERRARA PAN CANDY CO., INC.**

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of June 15, 2002, by **FERRARA PAN CANDY CO., INC.**, with offices at 7301 West Harrison Street, Forest Park, Illinois 60130 ("Mortgagor"), in favor of **COLE TAYLOR BANK**, with offices at 111 West Washington Street, Suite 400, Chicago, Illinois 60602 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Second Amended and Restated Loan and Security Agreement dated as of June 15, 2002 (said loan and security agreement, as may be further amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Mortgagee to extend credit to or for the account of Mortgagor; and (ii) for the grant by Mortgagor to Mortgagee of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Liabilities" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default" (as defined in the Loan Agreement), all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

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(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof. (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof. (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a) - (d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");

(iii) to the extent assignable, all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Mortgagor's rights thereunder are hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with, and symbolized by, the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part, and are presently subsisting;

(ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;

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- (iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;
- (iv) Mortgagor has adopted, used and is currently using all of the Trademarks;
- (v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and
- (vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms and has entered or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Liabilities shall have been satisfied in full, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage; provided, however, that nothing in this Section 4 shall be deemed to limit Mortgagor's ability to grant or obtain rights under license agreements pertaining to the Patents, Trademarks or Licenses entered into by Mortgagor after the date hereof in the ordinary course of Mortgagor's business, which license agreements and Mortgagor's rights thereunder shall constitute Licenses and be subject to the terms of this Mortgage. Mortgagor and Mortgagee mutually acknowledge that Mortgagor may wish to license the use of some or all of the Patents in foreign countries. Mortgagee hereby consents to such licenses in foreign countries done in the ordinary course of business.

5. New Patents, Trademarks and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents and Trademarks listed on Exhibits A and B, respectively, constitute all of the Patents and Trademarks now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A and B, as applicable, to include any such Patents and Trademarks.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of: (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder; or (ii) the Liabilities have been paid in full. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Liabilities, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying

Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagee agrees that Mortgagee, or an agent appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold, leased or licensed by Mortgagor under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Liabilities, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to revest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and costs, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate prescribed in the Loan Agreement.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable and consistent with the corporation's prior practices and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

11. Mortgagee's Right to Sue. Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to

make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and have been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

16. Binding Effect: Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

BORROWER:

FERRARA PAN CANDY CO., INC.

By: [Signature]

Title: [Signature]

By: [Signature]

Title: Treas.

By: [Signature]

Title: VP

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By: [Signature]

Title: [Signature]

By: [Signature]

Title: VP

By: [Signature]

Title: CEO

REEL 2574 FRAME 0253

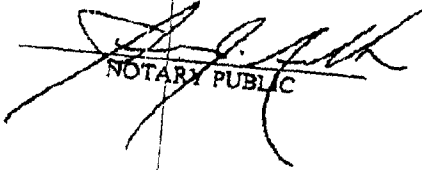
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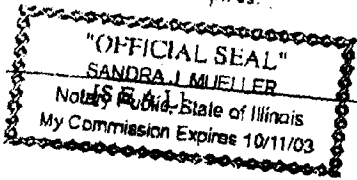
) SS.
COUNTY OF COOK)

I, SANDRA J. MUELLER, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that _____ of Ferrara Pan Candy Co., Inc., personally is known to
me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared
before me this day in person and acknowledged that such person signed and delivered the said instrument as such
person's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes
therein set forth.

GIVEN under my hand and notarial seal this 15th day of June, 2002.


NOTARY PUBLIC

My Commission Expires:



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EXHIBIT A TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Patents

Patent number and date, name of inventor and title of invention as stated in Patent or Patent Application:

NONE

REEL 2574 FRAME 0255

RECORDED ON: 09/10/2002

RECORDED: 01/28/2003

TRADEMARK
REEL: 002661 FRAME: 0305

RECORDED: 08/26/2003

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