

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sweets From Heaven U.S.A., L.P.		12/02/2003	LIMITED PARTNERSHIP: NEVADA
Bedford Capital Corporation		12/02/2003	CORPORATION: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grueser Enterprises, Inc.		
<b>Street Address:</b>	P.O. Box 882829		
<b>City:</b>	Steamboat Springs		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80488		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1447952	HELP-UR-SELF	
Registration Number:	1932116	CANDY HQTRS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-629-3400		
<b>Email:</b>	johnson.marilyn@dorsey.com		
<b>Correspondent Name:</b>	Dorsey & Whitney LLP		
<b>Address Line 1:</b>	370 Seventeenth Street, Suite 4700		
<b>Address Line 2:</b>	Lisa A. Osman		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5647		
<b>ATTORNEY DOCKET NUMBER:</b>	M4745US ~ 462622-5		
<b>NAME OF SUBMITTER:</b>	Lisa A. Osman		

CH \$65.00 1447952

Signature:	/3463 LAO/
Date:	10/28/2005
<b>Total Attachments: 5</b> source=Assignment of Trademarks (12-2-2003)#page1.tif source=Assignment of Trademarks (12-2-2003)#page2.tif source=Assignment of Trademarks (12-2-2003)#page3.tif source=Assignment of Trademarks (12-2-2003)#page4.tif source=Assignment of Trademarks (12-2-2003)#page5.tif	

## **ASSIGNMENT OF TRADEMARKS**

Sweets From Heaven U.S.A., L.P., a Nevada Limited Partnership ("Sweets") and Bedford Capital Corporation, an Ontario Corporation, in its capacity as Collateral Agent (as this term is defined in the Purchase Agreement, (as defined below)) and successor by foreclosure to Sweets (collectively, the "Assignor") is executing this Assignment of Trademark (the "Assignment") in favor of Gruesser Enterprises, Inc., a Colorado corporation (the "Assignee"), with respect to the following facts and circumstances:

(A) Assignor and Assignee have heretofore entered into that certain Asset Purchase Agreement dated as of October 31, 2003 (the "Purchase Agreement"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed such terms in the Purchase Agreement; and

(B) Concurrently with the execution and delivery of this Assignment, Assignor and Assignee are consummating the transactions contemplated by the Purchase Agreement.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which Assignor hereby expressly acknowledges, to the extent of its respective interests therein, each of the entities comprising Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to all Trademarks together with the goodwill associated therewith, including, but not limited to, its right, title and interest, if any, in and to the Trademarks identified on Schedule 1 attached hereto and incorporated herein by this reference. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

In the event of any inconsistencies between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without giving effect to any choice of law or conflict of law provision which would cause the application of the laws of any jurisdiction other than those of the State of Nevada. Any action, suit or other proceeding initiated by Debtor, Secured Party or Purchaser against any other party under or in connection with this Agreement may be brought in any federal or state court in the state of Nevada having jurisdiction over the subject matter thereof as the party bringing such action, suit or proceeding shall elect. Debtor, Secured Party

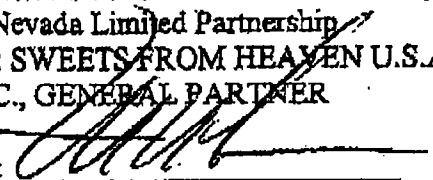
and Purchaser hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given to it under this Agreement.

**Jury Trial:** TO THE EXTENT THAT THE PARTIES HERETO MAY HAVE THE RIGHT TO TRIAL BY JURY, EACH OF ASSIGNOR, BUYER AND ASSIGNEE HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the 2nd of December, 2003.

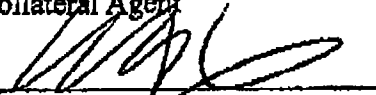
**ASSIGNOR:**

**SWEETS FROM HEAVEN U.S.A., L.P.**  
A Nevada Limited Partnership  
By: **SWEETS FROM HEAVEN U.S.A., INC., GENERAL PARTNER**

By: 

Name: Mark R. Lando  
Title: President

**BEDFORD CAPITAL CORPORATION,**  
as Collateral Agent

By: 

Name: Elliott W. Knox  
Title: President

**ASSIGNEE:**

**GRUESER ENTERPRISES, INC.**

By: 

Name: William D. Grueser  
Title: Chief Executive Officer

Schedule 1

**TRADEMARKS**

**A. Trademarks**

<u>Mark</u>	<u>Registration No. (Serial No.)</u>	<u>Registration Date (Filing Date)</u>
SFH	2213750	12/29/98
SFH	2235624	03/30/99
SFH	2333665	03/21/00
SFH	2341751	04/11/00
Candy HQtrs	10/31/95	1932116
Help Ur Self	07/14/97	

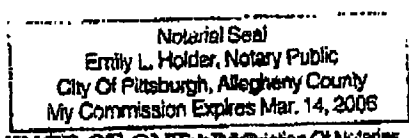
*[Notary acknowledgement forms on the following pages]*

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

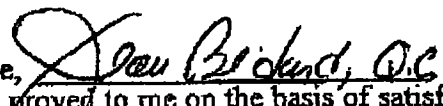
On December 8, 2003, before me, Emily L. Holder, a Notary Public, personally appeared MARK R. LANDO, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity, and that by his signature on the instrument the entity upon whose behalf the person acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public



PROVIDES OF THE STATE ASSOCIATION OF NOTARIES )  
 ) ss.

On December 8, 2003, before me,  a Notary Public, personally appeared ELLIOTT W. KNOX, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon whose behalf the person acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

On December 8, 2003, before me, Emily L. Holder, a Notary Public, personally appeared William D. Grueser, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon whose behalf the person acted, executed the instrument.

Witness my hand and official seal.

*Emily L. Holder*  
\_\_\_\_\_  
Notary Public

