

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Queen Anne Candy Company		07/10/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	135 South LaSalle Street, Suite 465		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78774968	CHERRY LANE	
Serial Number:	74361292	FRESH-SEAL	
Serial Number:	73260660	QUEEN ANNE	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	203765-23		
NAME OF SUBMITTER:	Oscar Ruiz		
Signature:	/Oscar Ruiz/		

CH \$90.00 78774968

Date:

07/10/2009

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 10th day of July 2009 by and between Queen Anne Candy Company, a Delaware corporation ("**Queen Anne**"), and Bank of America, N.A., with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603, in its capacity as Agent under the Loan Agreement described below:

W I T N E S S E T H

WHEREAS, Queen Anne, World's Finest Chocolate, Inc., a Delaware corporation ("**WFC**"; WFC and Queen Anne, each a "**Borrower**" and together, the "**Borrowers**"), Bank of America, N.A., as agent (in such capacity, "**Agent**") for the Lenders (as defined in the Loan Agreement described below) from time to time party thereto and such Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and the Lenders to, from time to time, extend credit to or for the account of Queen Anne and (ii) for the grant by Queen Anne to Agent on behalf of itself and the Lenders of a security interest in certain of Queen Anne's assets, including, without limitation, its trademarks and trademark applications;

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Queen Anne hereby grants to Agent, for the benefit of Agent and the Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Queen Anne's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks, registrations and applications listed on Schedule A attached hereto and made a part hereof, and renewals thereof, and all income, royalties, damages and payments now or hereafter due from and/or payable by third parties under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are

sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Queen Anne's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Queen Anne warrants and represents to Agent that:

(i) no Trademark registration listed on Schedule A has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark registration been cancelled, in whole or in part and each such Trademark registration is presently subsisting;

(ii) Queen Anne is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark application and registration listed on Schedule A, free and clear of any liens, charges and encumbrances (other than Permitted Liens), including without limitation, covenants by Queen Anne not to sue third persons;

(iii) Queen Anne has no written notice of any suits or actions commenced or threatened with reference to the validity of, or Queen Anne's right to use, any Trademark listed on Schedule A; and

(iv) Queen Anne has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Queen Anne agrees that until Queen Anne's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) shall have been satisfied in full and the Financing Agreements shall have been terminated, Queen Anne shall not, without the prior written consent of Agent, sell or assign its interest in any registered Trademark or enter into any other agreement with respect to any Trademark which would adversely affect in any material respect the validity or enforcement of the rights transferred to Agent under this Security Agreement. For the avoidance of doubt, this Security Agreement does not limit or affect Queen Anne's right to grant nonexclusive licenses to third parties to use any of the Trademarks or to enter into coexistence agreements or settlement agreements with respect to any of the Trademarks in the ordinary course of business to the extent not otherwise prohibited by the terms of the Loan Agreement.

5. New Trademarks. Queen Anne's represents and warrants that, based on a diligent investigation by Queen Anne's, the Trademarks listed on Schedule A constitute all of the United States or Canada federally registered Trademarks, and United States or Canada federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Queen Anne. If, before Queen Anne's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) shall have been satisfied in full or before the Financing Agreements have been terminated, Queen Anne shall (i) become aware of any existing United States or Canada federal Trademark application or registration (other than "intent to use"

applications until a verified statement of use is filed with respect to such applications) of which Queen Anne has not previously informed Agent, or (ii) become entitled to the benefit of any United States or Canada federal Trademark application or registration (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Queen Anne shall give to Agent prompt written notice thereof. Queen Anne hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademark applications or registrations.

6. Term. The term of this Security Agreement shall extend until the payment in full of Queen Anne's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) and the termination of the Financing Agreements. Queen Anne agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Queen Anne.

7. Product Quality. Queen Anne agrees to maintain in all material respects the quality of any and all material products in connection with which the Trademarks are used, consistent with commercially reasonable business practices.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Queen Anne's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of Queen Anne's agreements set forth herein shall be borne by Queen Anne. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent 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, maintenance fees, encumbrances or otherwise in recording the security interests granted in this Security Agreement shall be borne by and paid by Queen Anne and until paid shall constitute Liabilities.

10. Duties of Queen Anne. Queen Anne shall have the duty, in each case in its reasonable business judgment, (i) to prosecute diligently any Trademark applications owned by Queen Anne and pending as of the date hereof or hereafter until Queen Anne's Liabilities (other than contingent indemnification obligations) shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the registered Trademarks, and (iii) to ensure that the registered Trademarks are and remain enforceable. Any expenses incurred in connection with Queen Anne's Liabilities under this Section 10 shall be borne by Queen Anne.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in

its own name to enforce the Trademarks and, if Agent shall commence any such suit, Queen Anne shall, at the reasonable request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Queen Anne shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Queen Anne and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements 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 Security Agreement 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement 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 Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Queen Anne hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Queen Anne's true and lawful attorney-in-fact, with power to (i) endorse Queen Anne's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Queen Anne 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 Queen Anne's Liabilities (other than contingent indemnification obligations as to which no claim has been asserted) shall have been paid in full and the Financing Agreements have been terminated. Queen Anne acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Queen Anne and its successors and assigns, and shall inure to the benefit of Agent, its permitted successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

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

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


20. Survival of Representations. All representations and warranties of Queen Anne contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

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Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, WFC has duly executed this Security Agreement as of the date first written above.

QUEEN ANNE CANDY COMPANY, a Delaware corporation

By: 
Name: EDMOND F. OPLER
Its: PRESIDENT

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Its: _____

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, WFC has duly executed this Security Agreement as of the date first written above.

QUEEN ANNE CANDY COMPANY, a Delaware corporation

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: 
Name: Monirah Masud
Its: Senior Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

Queen Anne Candy Company
Active Trademarks

Mark	Country	Status	Class	Application Number	Filing Date	Registration Number	Registration Date
CHERRY LANE	United States of America	Registered	30	78/774968	12/16/2005	3126986	8/8/2006
FRESH SEAL	United States of America	Renewed	16	74/361292	2/18/1993	1896140	5/30/1995
QUEEN ANNE	United States of America	Renewed	30	73/260660	5/5/1980	1199758	6/29/1982

TRADEMARK APPLICATIONS

None.

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