

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Wachovia Capital Finance Corporation	12/16/2005
RECEIVING PARTY DATA	
Name:	Farley's and Sathers Candy Company, Inc.
Street Address:	One Sather Plaza, P.O. Box 28
City:	Round Lake
State/Country:	MINNESOTA
Postal Code:	56167
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5601829
Patent Number:	5236725
CORRESPONDENCE DATA	
Fax Number:	(612)332-9081
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6123364602
Email:	ccaron@merchantgould.com
Correspondent Name:	Merchant & Gould P.C.
Address Line 1:	P.O. Box 2910
Address Line 4:	Minneapolis, MINNESOTA 55402-0910
ATTORNEY DOCKET NUMBER:	15428.0271USLA
NAME OF SUBMITTER:	Andrew S. Ehard
Total Attachments: 14 source=CongressFinancialRelease#page1.tif source=CongressFinancialRelease#page2.tif source=CongressFinancialRelease#page3.tif	

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RELEASE AGREEMENT

December 16, 2005

Farley's & Sathers Candy Company, Inc.
F&S Bob's Candies, Inc.
Bobs Candies, Inc.
The McCormack Company
Collosal, L.L.C.
Famous Candy, Ltd.
c/o Catterton Partners
7 Greenwich Office Park, Suite 200
Greenwich, CT 06830

General Electric Capital Corporation
299 Park Avenue
New York City, N.Y. 10171
Attention: Farley's and Sathers Account Officer

Ableco Finance LLC
299 Park Avenue
New York, New York 10171

Ladies and Gentlemen:

This letter agreement refers to the financing arrangements between Farley's & Sathers Candy Company, Inc. ("Farley's"), F&S Bob's Candies, Inc. ("F&S"), Bobs Candies, Inc. ("Bobs"), The McCormack Company ("TMC"), Collosal, L.L.C. ("Collosal"), Famous Candy, Ltd. ("Famous"), together with Farley's, F&S, Bobs, TMC and Collosal, the "Borrowers"), Wachovia Capital Finance Corporation (New England), formerly known as Congress Financial Corporation (New England) (in its capacity as agent, "Agent" and in its capacity as a Lender, "Wachovia"), as agent for itself, Ableco Finance LLC ("Ableco"), PNC Bank, National Association ("PNC"), General Electric Capital Corporation ("GE"), A4 Funding LP ("A4") and A3 Funding LP ("A3"; together with Wachovia, PNC, Ableco, A4 and GE, the "Lenders") and the Lenders as set forth in that certain Amended and Restated Loan and Security Agreement dated September 26, 2003, as amended ("Loan Agreement"); together with all related agreements, documents and instruments, including without limitation the Guarantee (hereinafter defined), collectively, the "Agreements" pursuant to which Agent and Lenders have made loans and advances and provided other financial accommodations to Borrowers (collectively, the "Loans"). Seiber Trucking Company ("Obligor") guaranteed the Borrowers' obligations to Agent and Lenders under the Loan Agreement and the other Agreements pursuant to that certain Amended and Restated Guarantee dated as of September 26, 2003 (as amended, the "Guarantee").

Concurrently herewith, Borrowers are entering into financing arrangements with General Electric Capital Corporation ("Refinancing Lender") and Ableco Finance, LLC and utilizing a portion of the initial loans provided by Refinancing Lender and Ableco Finance, LLC to Farleys to repay all of the Loans and related indebtedness owed by Borrowers to Agent and Lenders except for the Outstanding Letter of Credit Accommodations (hereinafter defined).

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby agree as follows:

I. Repayment.

(a) Borrowers shall pay or cause to be repaid to Agent and Lenders, at Borrowers' cost and expense, by 6:00 pm on the date hereof by federal funds wire transfer, the amount of \$114,897,033.27 provided that per diem interest, in the amount of \$33,394.51, shall be charged on such amount if any of the conditions precedent set forth in Section 6 hereof are not satisfied by 3:00 p.m. on the date hereof (such amount plus such per diem interest, if applicable, "Payoff Amount") sent to:

Wachovia Bank, National Association
ABA No. 053000219
For credit to
Wachovia Capital Finance Corporation (New England)
Account No. 5000000030305
RE: Farley's & Sathers Candy Company, Inc.

The Payoff Amount shall be applied to the outstanding Loans and other Obligations as follows:

- (i) \$8,176,373 on account of Revolving Loans owed to Wachovia;
- (ii) \$5,899,383.42 on account of Revolving Loans owed to PNC;
- (iii) \$5,827,648.12 on account of the Term Loan A-1 owed to Wachovia;
- (iv) \$3,885,098.75 on account of the Term Loan A-1 owed to PNC;
- (v) \$22,663,076.02 on account of the Term Loan A-2 owed to GE;
- (vi) \$25,000,000 on account of the Term Loan B owed to Ableco and its affiliate assigns;
- (vii) \$40,000,000 on account of the Term Loan C owed to Ableco and its affiliate assigns; and
- (viii) \$3,445,453.96 on account of legal fees, prepayment fees, accrued interest, other costs and expenses of Agent and Lenders.

(b) Borrowers and Obligor represent to Agent and Lenders that the following Letter of Credit and the Letter of Credit Accommodations arising thereunder (together with the interest, fees, commissions, expenses, bank charges and other amounts arising under or in connection therewith, the "Outstanding Letter of Credit Accommodations") are currently

outstanding under the Loan Agreement (after giving effect to the payment of the Payoff Amount): letter of credit no. SM420114P issued by Wachovia Bank National Association to Travelers Indemnity Company ("Beneficiary") in the amount of \$2,400,000, a copy of which is attached hereto as Exhibit A ("Wachovia Letter of Credit"). A portion of the Payoff Amount consists of certain cash collateral in the amount of \$2,640,000 to be held by Wachovia (the "Cash Collateral") to secure the Borrowers' obligations with respect to the Outstanding Letter of Credit Accommodations under the Wachovia Letter of Credit. Borrowers hereby grant to Agent for the benefit of itself and Wachovia a security interest in and right of set off against the Cash Collateral to secure the Borrowers' obligations with respect to the Outstanding Letter of Credit Accommodations and the Wachovia Letter of Credit. Agent is authorized, without any prior notice or demand, to debit and/or set off against the Cash Collateral to pay any amount due with respect to any of the Outstanding Letter of Credit Accommodations and/or the Wachovia Letter of Credit. Within thirty (30) days after all of the Outstanding Letter of Credit Accommodations are drawn upon in full and/or returned to Agent undrawn in full or part and cancelled, Agent shall remit, at Borrowers' expense, to the bank account specified by Borrowers the remaining Cash Collateral then held with respect to the Outstanding Letter of Credit Accommodations less the amount of the Wachovia Letters of Credit drawn upon and the Outstanding Letter of Credit Accommodations arising and payable under or in connection therewith.

2. Releases.

(a) Subject to the terms and conditions contained herein (including, without limitation, satisfaction of the conditions precedent set forth in Section 6 hereof), (i) the financing arrangements relating to the Loans as between Borrowers, Agent and Lenders pursuant to the Loan Agreement, the Financing Agreements and other Agreements are hereby terminated, canceled and of no further force and effect (other than the provisions set forth in the Loan Agreement and the other Agreements relating to Letter of Credit Accommodations (solely with respect to the Wachovia Letter of Credit and the Outstanding Letter of Credit Accommodations and the rights, interests and obligations of Borrowers, Agent and Wachovia thereunder) and the provisions of the Loan Agreement, the Financing Agreements and the other Financing Agreements for the benefit of Agent and/or Lenders which, by their terms, survive the termination or cancellation of the Loan Agreement, the Financing Agreements and the other Agreements, which shall each remain in full force and effect) and Agent and Lenders shall have no further obligation to make any Loans, issue or arrange any Letter of Credit Accommodations or have any other obligations, duties or responsibilities in connection with the Loan Agreement and any other Agreements, (ii) all security interests and liens upon any and all properties and assets of Borrowers and Obligor (other than with respect to the Cash Collateral) heretofore granted by Borrowers and Obligor to Agent and Lenders pursuant to the Agreements are hereby released and terminated, (iii) the Guarantee is hereby released and terminated and (iv) all landlord waivers, control agreements and bailor letters (governing the Collateral) executed and/or delivered in connection with the Loan Agreement and the other Financing Agreements are hereby terminated. To avoid all doubt, Agent and Lenders acknowledge that all obligations of the Lenders (other than Wachovia) under the Wachovia Letter of Credit and the Outstanding Letter of Credit Obligations are hereby terminated and none of the Lenders other than Wachovia shall be entitled to any rights, interests or payments under the Wachovia Letter of Credit and the Outstanding Letter of Credit Obligations

(b) Upon satisfaction of the conditions precedent set forth in Section 6 hereof, Agent and Lenders (i) authorize the Borrowers and Refinancing Lender to file all necessary UCC termination statements, a copy of each of which is attached hereto at Exhibit B, at all applicable filing offices, to terminate the financing statements previously filed by Agent against Borrowers and Obligor ("UCC Terminations"), (ii) authorize the Borrowers and Refinancing Lender to file terminations and/or discharges under any Personal Property Security Act in effect in any province of Canada, a copy of each of which is attached hereto at Exhibit C, at all applicable filing offices to terminate all financing statements (relating to the Financing Agreements) previously filed by Agent and/or Lenders against Borrowers and Obligor under any Personal Property Security Act (collectively, the "PPSA Terminations"), (iii) shall deliver to Borrowers executed Certificates of Lien Release evidencing the release of Agent's liens from the Borrowers' certificates of title in Agent's possession and (iv) shall automatically and without further instruction remit on each banking day, at Borrowers' sole cost and expense, by federal funds wire transfer, only to the following account, all payments, checks and other similar items collected by Agent and/or Lenders (for the account of Borrowers) (less (A) any customary fees, charges and expenses incident thereto and (B) any amounts owed by Borrowers and/or Refinancing Lender to Agent and Lenders pursuant to Section 3 hereof) in excess of the Payoff Amount (including the per diem interest referenced in Section 6 hereof, if applicable):

ABA Routing Transit Number	091001322
Beneficiary Bank	United Bankers' Bank
	Minneapolis, Mn
Credit To	United Prairie Bank
	Round Lake, MN
	Account # 02501260
	Barbara Bosma
To Further Credit	Farley's and Sathers Candy
	Company, Inc.
	Account #290909
	Contact:
	Jolene S. Thomsen/Accounting Dept

Promptly upon request of Refinancing Lender or Borrowers after the date hereof, Agent shall deliver to Borrowers' title insurance company the Satisfaction or Discharge of Mortgages, Deeds of Trust and Collateral Assignments of Leases and Rents, in recordable form and in form and substance satisfactory to Agent (collectively, the "Discharges"), to discharge the Mortgages previously recorded by Agent against Borrowers.

(c) Borrowers and Obligor each hereby release, discharge and acquit Agent, Lenders, and Agent's and Lenders' respective parents, subsidiaries, affiliates, officers, directors, agents, attorneys and employees and their respective successors and assigns, from all obligations to Borrowers and Obligor (and their respective successors and assigns) under the Agreements or otherwise and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of actions, whether in law or in equity, that Borrowers and/or Obligor at any time had or has, or that its and their successors and assigns hereafter can or may have against Agent,

Lenders or Agent's and/or Lenders' parent, subsidiary, affiliates, officers, directors, agents, attorneys or employees and its and their respective successors and assigns in connection with the Agreements.

3. Indemnification for Returned Items and Related Expenses.

(a) Borrowers agree to indemnify Agent and Lenders from any and all loss, cost, damage or expense (including attorneys' fees) which Agent and/or Lenders may suffer or incur at any time as a result of any non-payment, claim, refund, or dishonor of any checks or other similar items which have been credited by Agent and Lenders to the account of Borrowers with Agent and Lenders, together with any expenses or other charges incident thereto and in addition, Borrowers agree to pay Agent and Lenders upon demand all costs and expenses (including attorney's fees) incurred in connection with this letter agreement, and any instruments or documents contemplated hereunder.

(b) In addition, and not in limitation of the rights to indemnification in Agent's and Lenders' favor provided for in Section 3(a) hereof from Borrowers, Refinancing Lender agrees to indemnify Agent and Lenders from, and hold Agent and Lenders harmless against, all loss, cost, damage or expense (including attorneys' fees) which Agent and Lenders may suffer or incur at any time as a result of any non-payment, claim, refund, or dishonor of any checks or other items which have been credited by Agent and/or Lenders to the account of Borrowers with Agent and/or Lenders in determining the Payoff Amount, together with any expenses or other charges incident thereto. The amount of any such loss, cost, damage or expense indemnified hereupon shall be paid to Agent and/or Lenders promptly by Refinancing Lender upon Agent's demand therefor, sent in writing at any time within sixty (60) days after the date hereof, and the amount of the demand shall be conclusive upon Refinancing Lender. Without limitation, it is understood that the obligation of Refinancing Lender to make such payments for the amounts indemnified hereupon shall not be conditioned upon any prior demand by Agent or Lenders upon any Borrower or Obligor.

(c) Borrowers hereby authorize the foregoing indemnification of Agent and Lenders by Refinancing Lender and agrees that Refinancing Lender may pay any and all amounts demanded by Agent pursuant to the foregoing indemnification and Refinancing Lender may treat such amounts as advances to Farleys and charge the amounts to any account of Farleys with Refinancing Lender, all without inquiry as to whether such amounts are actually due and owing to Agent and Lenders and without regard to any dispute or claim that any Borrower may have or assert against Agent and/or Lenders and/or other parties.

4. Rights in Instruments. Notwithstanding anything to the contrary contained herein, Agent and Lenders reserve all of their rights in and to any checks or similar instruments for payment of money heretofore received by Agent and/or Lenders in connection with its arrangements with Borrowers, and all of their rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

5. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Agent and/or Lenders from or

for the account of Borrowers and/or Obligor is avoided, rescinded, set aside or must otherwise be returned or repaid by Agent and/or Lenders whether in any bankruptcy, reorganization, insolvency or similar proceeding involving any Borrower, Obligor or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrowers and Obligor. In such event, Borrowers and Obligor shall be and remain liable to Agent and Lenders for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent and/or Lenders.

6. Conditions Precedent. The effectiveness of the releases and terminations contained in Section 2(a) above and Agent's and Lenders' authorization to Borrowers and Refinancing Lender to file any UCC Terminations, PPSA Terminations, or other release documents delivered in connection herewith, and Agent's obligation to deliver the Discharges to the Borrowers' title insurance company, each, is subject to and conditioned upon the prior receipt by Agent of (a) the Payoff Amount and (b) an original of this letter duly executed by the parties hereto (or facsimile copy with an original to be delivered to Agent by overnight courier). If any of the conditions precedent set forth in this Section are not satisfied by 6:00 p.m. Boston, Massachusetts time on the date hereof, this Release Agreement shall be deemed to be null and void ab initio.

7. Further Assurances. At the request of Borrowers, at Borrowers' expense, Agent and Lenders agree to execute and deliver additional termination statements and such other and further documents and instruments reasonably acceptable to Agent, as may be reasonably requested in order to effect or evidence more fully the matters covered hereby.

8. JURY WAIVER. BORROWERS, OBLIGOR, AGENT, LENDERS, AND REFINANCING LENDER, EACH, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR THE TRANSACTION RELATED HERETO NOW EXISTING OR HEREAFTER ARISING, AND WHETHER A CONTRACT, TORT, EQUITY OR OTHERWISE AND BORROWERS, OBLIGOR, AGENT, LENDERS AND REFINANCING LENDER, EACH, AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION, CAUSE OF ACTION SHALL BE HEARD BY A COURT SITTING WITHOUT A JURY.

9. GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW).

[Remainder of Page Intentionally Left Blank]

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument.

Very truly yours,

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), as Agent

By: Melissa Provost
Name: Melissa Provost
Title: Vice President

[Signature Page 1 to Release Agreement]

PATENT

REEL: 018891 FRAME: 0009

ACKNOWLEDGED AND AGREED:

BORROWERS:

FARLEY'S & SATHERS CANDY COMPANY, INC.

By: [Signature]
Name: Donald C. Stannard
Title: CEO

BOBS CANDIES, INC.

By: [Signature]
Name: Donald C. Stannard
Title: V.P.

F&S BOB'S CANDIES, INC.

By: [Signature]
Name: Donald C. Stannard
Title: V.P.

THE MCCORMACK COMPANY

By: [Signature]
Name: Donald C. Stannard
Title: V.P.

COLLOSAL, LLC

By: [Signature]
Name: Donald C. Stannard
Title: V.P.

[Signature Page 2 to Release Agreement]

FAMOUS CANDY, LTD.

By: [Signature]
Name: Donald C. Stanners
Title: V.P.

OBLIGOR:

SATHER TRUCKING COMPANY

By: [Signature]
Name: Donald C. Stanners
Title: Sec.

(Signature Page 3 to Release Agreement)

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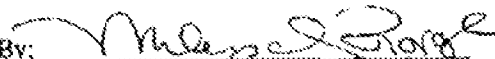
0000 120 010 IVJ 02:01 00/07/01

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LENDERS:

WACHOVIA CAPITAL FINANCE CORPORATION
(NEW ENGLAND), as Agent and Lender

By: 
Name: Melissa A. Frost
Title: Vice President

ABLECO FINANCE LLC, as Lender on behalf
of itself and its affiliate assigns, including without limitation
A3 Funding LP and A4 Funding LP

By: _____
Name: _____
Title: _____

[Signature Page 4 to Release Agreement]

PATENT

REEL: 018891 FRAME: 0012

LENDERS.

WACHOVIA CAPITAL FINANCE CORPORATION
(NEW ENGLAND), as Agent and Lender

By: _____
Name: _____
Title: _____

ABLECO FINANCE LLC, as Lender on behalf
of itself and its affiliate assigns, including without limitation
A3 Funding LP and A4 Funding LP

By: _____
Name: KEVIN GENDA
Title: SVP

[Signature Page 4 to Release Agreement]

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PATENT

REEL: 018891 FRAME: 0013

PNC BANK, N.A., as Lender

By: Brian Gonaay
Name: Brian Gonaay
Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

REFINANCING LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page 5 to Release Agreement]

PATENT

REEL: 018891 FRAME: 0014

02/12/2007 MON 10:03 FAX 507 945 8629 F & S Payroll

2014/015

PNC BANK, N.A., as Lender

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: *[Signature]*
Name: Susan Timmerman
Title: Duly Authorized Signatory

REFINANCING LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page 5 to Release Agreement]

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PNC BANK, N.A., as Lender

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

REFINANCING LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

By: *[Signature]*
Name: Susan Stebbins
Title: Debt Authorized Signatory

[Signature Page 3 of Release Agreement]