

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
Delaware Street Capital Master Fund, L.P., as Agent	05/01/2006
RECEIVING PARTY DATA	
Name:	Harry London Candies, Inc.
Street Address:	5353 Lauby Road
City:	North Canton
State/Country:	OHIO
Postal Code:	44720
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D396337
Patent Number:	D396336
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
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Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 2:	Attn: Jean Paterson
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	736952
NAME OF SUBMITTER:	Jean Paterson

CH \$80.00 D396337

Total Attachments: 5
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RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Delaware Street Capital Master Fund, L.P.,
as Agent

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Patent Release Agreement

Execution Date: 5/1/2006

2. Name and address of receiving party(ies)

Name: Harry London Candies, Inc.

Internal Address: _____

Street Address: 5353 Lauby Road

City: North Canton State: OH Zip: 44720

Additional name(s) & address(es) attached? Yes No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) None

B. Patent No.(s) D396,337 &

D396,366

Additional numbers attached? Yes No

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

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Sakina Karkat
Name of Person Signing


Signature

September 25, 2008
Date

Total number of pages including cover sheet, attachments, and documents: 5

RELEASE OF SECURITY INTERESTS IN PATENTS

THIS RELEASE OF SECURITY INTERESTS IN PATENTS (this "Release") is made as of May 1, 2006 ("Effective Date") by and among HARRY LONDON CANDIES, INC., an Ohio corporation (the "Grantor"), and DELAWARE STREET CAPITAL MASTER FUND, L.P. (assignee of JPMorgan Chase Bank, N.A., as successor by merger to Bank One, NA ("JPMorgan")), as agent ("Grantee") for the Lenders (as defined below).

WHEREAS, the Grantor entered into that Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, certain affiliates of the Grantor, the financial institutions from time to time party thereto (the "Prior Lenders") and JPMorgan, pursuant to which the Prior Lenders provided loans and other financial accommodations to the Grantor;

WHEREAS, pursuant to the terms of a Patent Security Agreement dated as of August 5, 2003 (as the same was amended, restated, supplemented or otherwise modified from time to time to July 6, 2005, the "Original Patent Security Agreement"), by and between the Grantor and JPMorgan, the Grantor granted to JPMorgan, for the benefit of JPMorgan and the Prior Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all of the following: (a) all Patents (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Patents," all of which are listed on Schedule A attached hereto), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, JPMorgan assigned to the Grantee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) including, without limitation, each and every security interest in and lien on the assets of the Grantor granted to JPMorgan under the Loan Documents including, without limitation, the Original Patent Security Agreement (the "Assignment and Assumption"), pursuant to that certain Assignment, Assumption, Payoff and Reaffirmation Agreement (as amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), dated as of July 6, 2005, by and among the Prior Agent, the Prior Lenders, Chase Equipment Leasing Inc., the Grantor, certain affiliates of the Grantor and the Grantee (pursuant to which the Grantee was deemed to be a Lender (as defined in the Credit Agreement) under the Credit Agreement);

WHEREAS, simultaneously with the execution of the Assignment Agreement, the Grantee desired to amend and restate the Original Patent Security Agreement such that the Grantor and the Grantee entered into that certain Amended and Restated Patent Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption of Patent Security Agreement dated as of March 10, 2006, but effective as of July 6, 2005 (the "Assignment and Assumption of Patent Security Agreement"), Grantor, among other things, (a) acknowledged the Assignment and Assumption by Grantee of all of JPMorgan's right, title and interest in the Original Patent Security Agreement and (b) acknowledged its entry into the Patent Security Agreement pursuant to which the Grantor (i) reaffirmed and ratified its grant of security interest in the Patents to the Grantee (as assignee of JPMorgan) under the Original Patent Security Agreement and (ii) granted to the Grantee a first-priority security interest in all of its right, title, and interest in and to the Patents to secure the Secured Obligations; and

WHEREAS, Grantor has paid all of its outstanding indebtedness and other obligations to Grantee and Lenders.

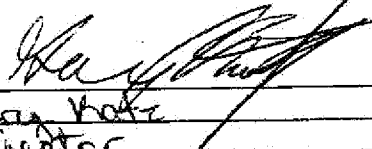
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Original Patent Security Agreement, the Patent Security Agreement and the Assignment and Assumption of Patent Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Patents.

Grantee shall, at Grantor's expense, execute and deliver to Grantor such further filings and releases as Grantor may reasonably request to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

DELAWARE STREET CAPITAL MASTER FUND, L.P., as Agent

By: 
Name: Gary Katz
Title: Director

[Signature Page to Release of Security Interests in Patents]

SCHEDULE A

PATENT REGISTRATIONS AND APPLICATIONS

<u>TITLE</u>	<u>COUNTRY</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
CONFECTIONARY	U.S.	D396,337	07/28/98
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