

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Brach's Confections, Inc.	11/02/2007
RECEIVING PARTY DATA	
Name:	Farley's & Sathers Candy Company, Inc.
Street Address:	1 Sather Plaza
City:	Round Lake
State/Country:	MINNESOTA
Postal Code:	56167
PROPERTY NUMBERS Total: 15	
Property Type	Number
Patent Number:	D385432
Patent Number:	D385433
Patent Number:	D420837
Patent Number:	D393554
Patent Number:	6528102
Patent Number:	D422165
Patent Number:	D413211
Patent Number:	D470339
Patent Number:	D398461
Patent Number:	6488182
Patent Number:	D406957
Patent Number:	D410157
Patent Number:	5730333
Patent Number:	D394577
Patent Number:	D398462

501631662

PATENT
REEL: 026776 FRAME: 0562

OP \$600.00 D385432

CORRESPONDENCE DATA

Fax Number: (612)332-9081

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612.332.5300

Email: dchamberlin@merchantgould.com

Correspondent Name: Alpaslan Sapmaz

Address Line 1: Merchant & Gould PC

Address Line 2: P.O. Box 2903

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:

15428.00001

NAME OF SUBMITTER:

Alpaslan Sapmaz

Total Attachments: 3

source=Assignment-of-Patents-15428#page1.tif

source=Assignment-of-Patents-15428#page2.tif

source=Assignment-of-Patents-15428#page3.tif

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is effective as of the 14th day of November, 2007, by and between Brach's Confections, Inc., a Delaware corporation having a principal business address of 19111 North Dallas Parkway, Suite 200, Dallas, Texas 75287 ("Assignor"), and Farley's & Sathers Candy Company, Inc., having a principal business address of 1 Sather Plaza, Round Lake, Minnesota 56167 ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of September 14, 2007 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the Patents (as defined below);

WHEREAS, Assignor presently owns rights in the United States patents set forth in the attached Exhibit A (the "Patents"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign, convey, transfer and deliver all of its right, title and interest in and to the Patents for all countries or jurisdictions of the world to Assignee;

NOW, THEREFORE, in consideration of foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment of Patents and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

ASSIGNOR DOES HEREBY assign, convey, transfer, and deliver to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest in, to and under the Patents and any patents that may issue therefrom, including any foreign counterparts, divisions, continuations, or reissues thereof, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all of Assignor's claims for damages by reason of past infringements of the Patents, along with Assignor's right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.

ASSIGNOR HEREBY authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, assigns and legal representatives, in accordance with the terms of this Assignment of Patents.

IN WITNESS WHEREOF, Assignor has executed or caused its duly authorized officer to execute this Assignment of Patents on the date set forth below.

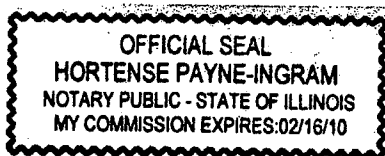
BRACH'S CONFECTIONS, INC.

By: James G. Hagedorn
Name: JAMES G HAGEDORN
Title: CFO
Date:

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On this 2nd day of November, 2007, before me the undersigned, a Notary Public for the State of ILLINOIS, personally appeared James Hagedorn, personally known to me (or 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 person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Hortense Payne-Ingram
Notary Public

My Commission Expires: 2/16/10

EXHIBIT A

<u>U.S. Patents</u>	<u>Patent No.</u>
1. Bulk Food Dispenser	D385,432
2. Bulk Food Display	D385,433
3. Compact Candy Display	D420,837
4. Double-Sided Three-Tier Bulk Food Display Stand	D383,554
5. Fruit Snacks with Varied Center Filling	6,528,102
6. Long Candy Display	D422,165
7. Modular Candy Counter With Detachable Cover	D413,211
8. Modular Candy Display	D470,339
9. One-Sided Three-Tier Bulk Food Display Stand	D398,461
10. Portion Control Vertical Bin	6,488,182
11. Pre-Assembled Pallet-Based Bulk Food Display with Divider	D406,957
12. Pre-Assembled Pallet-Based Bulk Food Display with Divider and Packages	D410,157
13. Retail Bulk Product Dispenser	5,730,333
14. Stackable In-line Bulk Food Display	D394,577
15. Three-Tier Bulk Food Display Stand	D398,462