

12-03-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Morley Brands, LLC 11-26-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Other a Michigan limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Wells Fargo Business Credit, Inc. f/k/a Norwest Business Credit, Inc. Internal Address: Street Address: 100 East Wisconsin Avenue City: Milwaukee State: WI Zip: 53202
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Minnesota Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: 06/28/02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) see attached schedule A B. Trademark Registration No.(s) see attached schedule A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Adam L. Brookman; Godfrey & Kahn, S.C. Name: Internal Address: Street Address: 780 N. Water Street City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41): \$ 140.00 Enclosed Authorized to be charged to deposit account for any deficiencies
8. Deposit account number: 07-1509
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Adam L. Brookman Name of Person Signing Signature Date 11/21/02
Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/02/2002 6TON11 00000141 1931258

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TRADEMARK REEL: 002626 FRAME: 0099

Exhibit A
to Notice of Security Interest in Trademarks

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TORTIES	1,931,258	10/31/95
THE SYMBOL OF CHOCOLATE EXCELLENCE	1,531,078	03/21/89
FROM THE MORLEY CANDY MAKERS and Design	1,248,554	08/16/83
SANDERS	995,956	10/15/74
SANDERS	1,012,622	06/03/75

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Exhibit A
to Notice of Security Interest in Trademarks

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:


Pursuant to the Trademark Security Agreement dated as of October 17, 1997 (the "Security Agreement"), by MORLEY CANDY MAKERS, INC. ("Morley Candy") and WELLS FARGO BUSINESS CREDIT, INC., formerly known as Norwest Business Credit, Inc. (the "Secured Party"), Morley Candy granted to the Secured Party a continuing security interest in and continuing lien upon its trademark registrations and trademark applications, as evidenced by the recordation of the Security Agreement with the United States Patent and Trademark Office on November 26, 1997; Reel/Frame: 1659/0213. Effective June 28, 2002, Morley Candy assigned its trademark registrations and trademark applications to Morley Brands, LLC (the "Debtor") and the Security Agreement was amended accordingly.

Please be advised that pursuant to the Security Agreement, as amended, the Debtor has granted to the Secured Party a continuing security interest in and continuing lien upon the trademark registrations and trademark applications listed in **Exhibit A** hereto.

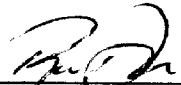
The Debtor and the Secured Party hereby acknowledge that the security interest in the foregoing trademark registrations and/or trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark registrations or trademark applications.

Very truly yours,

WELLS FARGO BUSINESS CREDIT, INC.

By: 
Name: Mark J. Steeger
Title: Vice President

MORLEY BRANDS, LLC

By: 
Name: Randall W. Johnson
Title: Senior Vice President

STATE OF Michigan)
) SS
COUNTY OF Macomb)

I, Jody Lambert Notary Public in and for the County and State aforesaid, do hereby certify that Ronald Rapson, the Senior Vice Pres. of Morley Brands, LLC, a Michigan limited liability company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior V. P. of said corporation appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of July, 2002.

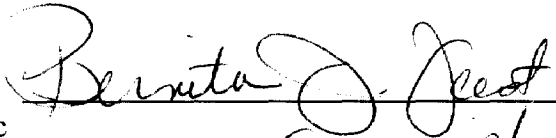
Notary Public
My Commission _____

JODY LAMBERT
Notary Public
My Commission Expires 07/01/05

STATE OF WI)
COUNTY OF M. Waunakee) SS

I, Bernita Faust, Notary Public in and for the County and State aforesaid, do hereby certify that Mark J. Starbuck the Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President of said corporation appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of October, 2002.



Notary Public
My Commission Expires 2/12/06

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