	66210-012			
Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE				
OMB No. 0651-0027 (exp. 6/30/2005)	RKS ONLY U.S. Patent and Trademark Office			
Tab settings ⇔⇔⇔ ▼ ▼	<u> </u>			
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): Bank One, NA	Name and address of receiving party(ies) Name: Archibald Candy Corporation			
f/k/a First National Bank of	Internal			
Chicago ☐ Individual(s) ☐ Association	Address:			
General Partnership Limited Partnership	Street Address: 1137 West Jackson Blvd.			
Corporation-State	City: Chicago State: IL Zip 60607			
Other <u>National Banking Association</u>	Individual(s) citizenship			
	Association			
Additional name(s) of conveying party(ies) attached? 🏣 Yes 🛁 No	General Partnership			
3. Nature of conveyance;	Limited Partnership			
🕞 Assignment 🖳 Merger	Corporation-State Delaware			
Security Agreement 🖳 Change of Name	Other			
Other Amended release of security	If assignee is not domiclied in the United States, a domestic representative designation is attached: 🙀 Yee 🕍 No			
Execution Date: <u>July 18, 2003</u> interest	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? ☐ Yes ☑ No			
Application number(s) or registration number(s):	1483724			
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 998022			
	1770031			
Additional Access and a control of	904804 tached y∰a Yes ⊑a No			
Name and address of party to whom correspondence	6. Total number of applications and			
concerning document should be mailed:	registrations involved:			
Name: Linda A. O. Lamberson				
Internal Address:	7. Total fee (37 CFR 3.41)			
McDermott, Will & Emery	🛄 Enclosed			
	Authorized to be charged to deposit account			
Suite 4400				
Street Address: 227 West Monroe Street	8. Deposit account number;			
	13-0206			
City: Chicago State: IL Zip: 60606	(Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE				
Statement and signature.				
To the best of my knowledge and belief, the foregoing inform copy of the original document.	nation is true and correct and any attached copy is a true			
Linda A. O. Lamberson	July 22, 2003			
Name of Person Signing Si	gnature Date			
Total number of pages including cove	or sheet, attachments, and document;			

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

FORM PTO-1618C CONTINUAL Expires 08/30/99 OMB 0661-0027 TRADEMARK	I COVER SHEET ATION SONLY U.S. Department of Commerce Patent and Trademark Office TRADEMARK				
Conveying Party Enter Additional Conveying Party Name	ark if additional names of conveying parties attached Execution Date Month Day Year				
Formerly					
Individual General Partnership Limited	Partnership Corporation Association				
Other					
Citizenship State of Incorporation/Organization					
Receiving Party Enter Additional Receiving Party Mark If additional names of receiving parties attached					
Name					
DBA/AKA/TA					
Composed of					
Address (line 1)					
Address (line 2)					
Address (line 3)	State/Country Zip Code				
	ante-county ap cour				
	ted Partnership If document to be recorded is an assignment and the receiving party is				
	ed Partnership If document to be recorded is an				
Individual General Partnership Limi	ted Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic				
Individual General Partnership Limi Corporation Association	ted Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate				
Individual General Partnership Limi Corporation Association	if document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) ion Number(s) Mark if additional numbers attached				
Individual General Partnership Limi Corporation Association Other Citizenship/State of Incorporation/Organization Trademark Application Number(s) or Registrat	if document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.) ION Number(s) Mark if additional numbers attached fumber (DO NOT ENTER BOTH numbers for the same property). Registration Number(s)				
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AMENDED RELEASE OF SECURITY INTEREST - TRADEMARKS

This TERMINATION AND RELEASE is dated as of July 18, 2003.

("Borrower"), Bank One, NA, formerly known as The First National Bank of Chicago, as agent (the "Agent") and the Lenders (as such term is defined in the Credit Agreement as hereinafter referenced) are parties to that certain Credit Agreement dated as of August 12, 1994 (the "Credit Agreement");

WHEREAS, the Borrower has executed that certain Trademark Security Agreement dated as of August 12, 1994 (the "Trademark Security Agreement") in favor of the Agent, for the benefit of the Agent and the Lenders;

WHEREAS, pursuant to the Trademark Security Agreement, the Borrower granted a security interest in favor of the Agent in the Trademarks and Licenses (as such terms are defined in the Trademark Security Agreement) including the trademarks, trademark and service marks applications, and license agreements listed on Schedule A and Schedule B attached to the Trademark Security Agreement, such Schedules A and B are attached hereto as Exhibit A;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office in the trademark assignment records on August 29, 1994 at Reel 1204, Frames 079 to 094;

WHEREAS, the Agent desired to release its security interest and waive all of its rights in such Trademarks and Licenses, including the trademarks, trademark and service marks applications and license agreements listed on Schedule A and Schedule B of the Trademark Security Agreement;

WHEREAS, a Release of Security Interest - Trademarks (the "Release") was recorded with the United States Patent and Trademark Office in the trademark assignment records on July 10, 1997 at Reel 1608, Frames 0160 to 0177, to which Release was inadvertently attached a copy of the Trademark Security Agreement without the second page of Schedule A; and

WHEREAS, the Agent desires to confirm its release of its security interest and waiver of all of its rights in the remaining trademarks listed on the second page of Schedule A of the Trademark Security Agreement.

NOW THEREFORE, the Agent hereby confirms its release of its security interest and waiver of all of its rights in such Trademarks and Licenses, including the trademarks and trademark and service marks applications and license agreements listed on Schedules A and B of the Trademark and Security Agreement, as attached hereto as Exhibit A, as of July 10, 1997.

IN WITNESS WHEREOF, the undersigned has duly executed this Amended Release of Security Interest - Trademarks as of the day and year first above written.

> BANK ONE, NA (f/k/a THE FIRST NATIONAL BANK OF CHICAGO), as Agent

CHI99 4140665-1.066210.0012

EXHIBIT A

CHI99 4140665-1.066210.0012

to

Trademark Security Agreement

Dated as of August 12, 1994

<u>Trademarks</u>

None, except:

Trademark

Registration Date

Registration No.

(Attached)

Trademark and Service Mark Applications

None, except:

Trademark

Application Date

Serial No.

(Attached)

TRADEMARK

WII 204 WIN 090

SCHEDULE A

to Trademark Security Agreement

Dated as of August 12, 1994

Trademarks

	· · · · · · · · · · · · · · · · · · ·		
Trademark	Registration No. (Serial No.)	Registration Date (Filing Date)	
ALMOST PERFECT	1,527,239	2/28/89	
AN AMERICAN TRADITION	1,668,708	12/17/91	
DEBUTANTES (stylized)	649,034	7/23/57	
FANNY FARMER and Design (Cameo Silhouette)	904,804	12/22/70	
Design (Hopping Baster Bunny)	1,483,724	4/5/88	
FANNY FARMER (Script Style)	578,907	8/18/53	
FANNY FARMER (Script Style)	126,844	10/7/19 =	
FANNIE FARMER	1,770,031	F/11/02 (1)	
Fannie May Kitchen Fresh Candies	1,407,863	10/7/19 TRADEHA 5/11/93 EHA 9/2/86 RX	
PANNIE MAY	1,601,202	6/12/90	
PANNY PARMER (Script Style)	1,393,461	5/13/86	
FANNY FARMER (Script Style)	905,819	1/12/71	
FANNY FARMER (Script Style) and New Cameo Design	1,392,552	5/6/26	
FANNY FARMER (Script Style)	1,375,189	12/10/85	
PANNY FARMER	1,770,031	5/11/93	
FF (stylised)	998,022	11/12/74	
I CAN'T MAKE ALL THE CAMDY IN THE MORLD, SO I JUST MAKE THE BEST OF IT! (stylised)	1,397,036	6/10/86	

TRADEMARK

NEEL. VOZOGO-

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••				
I LOVE MY HONEY BUT OH YOU FANNIE MAY!	1,468,535	12/8/87		
LAFAYETTE	211,768	4/20/26		
MAVRAKOS CANDIES (stylized)	1,652,532	7/30/91		
PECAN DIXIES	1,758,566	3/16/93		
PIXIES (stylied)	593,071	7/27/54		
SWEET LOOK (stylized)	1,200,893	7/13/82		
SWEET PERSUASION	1,816,447	1/11/94		
SWEET SNACKS & Design	1,439,673	5/12/87		
TRINIDAD	1,607,576	7/24/90		
TRINIDADS	1,400,579	7/8/86		
State Tr	ademark Registratio	•		
	Illinois			
PIXIES	29, 397	8/29/52		
	Missouri	-, -, -, -,	=	
FANNIE MAY and Design	9,241	9/12/86	ILI 204 A	
	Wew York	-,,	3 0	
FANNY FARMER	R-15675	11/15/54	TRADEMARK	
Trademark and	Service Hark Assis	manta	9	
PIXIS	(73/828,267)	(9/29/89)	_	
MINT MELTAWAYS	(74-262155)	(4/3/92)		
AMERICAN TRADITIONS	(74-388877)	(5/10/93)		
THE HOMESTEAD COLLECTION BY PARMY PARMER	(74-388878)	(5/10/93)		j
AMERICAN HOMESTEAD COLLECTION BY FANNY FARMER	(74-390086)	(5/10/93)		
AMERICAN TRADITIONS BY FANNY FARMER	(74-390087)	(5/10/93)		
THE HOMESTEAD COLLECTION	(74-390089)	(5/10/93)		

TRADEMARK

REEL: 002688 FRAME: 0566

Schedule B

to

Trademark Security Agreement

Dated as of August 12, 1994

License Agreements

- 1. Trademark Agreement dated as of May 15, 1987 with Alfred Knopf for use of the "FANNIE FARMER" trademark in conjunction with publication rights to "The Fannie Farmer Cookbook." (13th Edition)
- 2. Trademark Agreement dated as of March 17, 1983 with Alfred Knopf for use of the "FANNIE FARMER" trademark in conjunction with publication rights to "The Fannie Farmer Baking Bbook."
- 3. Non-exclusive licenses of "Fannie May", "Fannie Farmer", and "Fanny Farmer", trademarks pursuant to distributorship agreements and agreements for advertising and promotion, and merchandising of non-food products (including, without limitation, non-exclusive licenses for the use of such trademarks for publications for third parties) entered into in the ordinary course of business and consistent with past practice.

TRADEMARK

RECORDED. OMZZAZOGO