

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Registration Number(s)

1392552	578907	126844
1393461	905819	1375189
1407863	1397036	<input type="text"/>
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AMENDED RELEASE OF SECURITY INTEREST - TRADEMARKS

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

~~WHEREAS, Archibald Candy Corporation, a Delaware corporation~~ ("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

By: Diane M. Faunda
Name: Diane M. Faunda
Title: Director, Capital Markets

EXHIBIT A

Schedule A
to
Trademark Security Agreement

Dated as of August 12, 1994

Trademarks

None, except:

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
	(Attached)	

Trademark and Service Mark Applications

None, except:

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
	(Attached)	

TRADEMARK

REEL 1204 FRAME 89

SCHEDULE A

to

Trademark Security Agreement

Dated as of August 12, 1994

Trademarks

<u>Trademark</u>	<u>Registration No. (Serial No.)</u>	<u>Registration Date (Filing Date)</u>
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 Easter 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	5/11/93
FANNIE MAY KITCHEN FRESH CANDIES	1,407,863	9/2/86
FANNIE MAY	1,601,202	6/12/90
FANNY FARMER (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	5/6/86
FANNY FARMER (Script Style)	1,375,189	12/10/85
FANNY FARMER	1,770,031	5/11/93
FF (stylized)	998,022	11/12/74
I CAN'T MAKE ALL THE CANDY IN THE WORLD, SO I JUST MAKE THE BEST OF IT! (stylized)	1,397,036	6/10/86

TRADEMARK

FEE 1204 RMD90

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FEE 002000 TRADEMARK

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 (stylized)	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 Trademark Registrations

	Illinois	
PIXIES	29,397	8/29/52
	Missouri	
FANNIE MAY and Design	9,241	9/12/86
	New York	
FANNY FARMER	R-15675	11/15/54

TRADEMARK

REEL 204 FRAME 91

Trademark and Service Mark Assignments

PIXIE	(73-828,267)	(9/29/89)
MINT MELTAWAYS	(74-262155)	(4/3/92)
AMERICAN TRADITIONS	(74-388877)	(5/10/93)
THE HOMESTEAD COLLECTION BY FANNY FARMER	(74-388878)	(5/10/93)
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 Book."
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

REEL 1204 FRAME 92

TRADEMARK