

Form PTO-1594
(Rev. 10/02)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

The Bank of New York

- Individual(s)
- General Partnership
- Corporation-State
- Other New York Banking corporation
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Archibald Candy Corporation

Internal Address: _____
Address: _____

Street Address: 1137 West Jackson Blvd.

City: Chicago State: IL Zip: 60607

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignor 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
- Security Agreement
- Other Termination & Release of Security
- Merger
- Change of Name

Execution Date: 07/31/2003

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2040233
0904804 1483724 0578907 0126844

Additional number(s) attached Yes No

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

Name: Linda A. O. Lamberson

Internal Address: McDermott, Will & Emery
Suite 4400

Street Address: 227 West Monroe Street

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

23

7. Total fee (37 CFR 3.41).....\$ 590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-0206

DO NOT USE THIS SPACE

9. Signature.

Linda A. O. Lamberson
Name of Person Signing



August 6, 2003
Date

Total number of pages including cover sheet, attachments, and document. **23**

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

CH \$690.00 130206 2040233

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)

Registration Number(s)

1407863	0905819	1392552
1375189	0998022	1397036
1468535	0211768	1758566
0593071	1816447	1607576
1400579	2173898	2121790
2181859	2183444	1770031

**TERMINATION AND RELEASE
of
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This TERMINATION AND RELEASE is dated as of July 31, 2003, and made by THE BANK OF NEW YORK, a New York banking corporation (the "Secured Party"), in favor of ARCHIBALD CANDY CORPORATION, a Delaware corporation ("Archibald") and ARCHIBALD CANDY (CANADA) CORPORATION, a corporation incorporated under the federal laws of Canada, ("Archibald Canada", and collectively with Archibald, the "Pledgors", and each individually, a "Pledgor").

WITNESSETH:

WHEREAS, the Pledgors granted a security interest in certain Collateral (as hereinafter defined) to the Secured Party (the "Security Interests"); and

WHEREAS, the Security Interests were granted by an Intellectual Property Security Agreement, dated as of July 2, 1997 (the "Intellectual Property Security Agreement"), which was recorded at the United States Patent and Trademark Office on July 21, 1997 at Reel 001607, Frame 0453 and on August 26, 1997 at Reel 001625, Frame 0016;

WHEREAS, the Intellectually Property Security Agreement was amended and restated by an Amended and Restated Intellectual Property Security Agreement dated as of December 7, 1998 (the "Amended and Restated Intellectual Property Security Agreement"), which was recorded at the United States Patent and Trademark Office on January 8, 1999 at Reel 001837, Frame 0447;

WHEREAS, the Amended and Restated Intellectual Property Security Agreement was amended and restated by the Second Amended and Restated Intellectual Property Security Agreement dated as of June 8, 1999 (the "Second Amended and Restated Intellectual Property Security Agreement"), which was recorded at the United States Patent and Trademark Office on July 14, 1999 at Reel 001926, Frame 057, and recorded at the Canadian Intellectual Property Office on October 12, 1999;

WHEREAS, on September 25, 2002 the United States Bankruptcy Court for the District of Delaware confirmed the Second Amended Joint Plan of Reorganization of Archibald Candy Corporation, an Illinois Corporation and Archibald's predecessor, thereby discharging, releasing and terminating all interests in the assets of Archibald;

WHEREAS, the Secured Party now desires to confirm the termination and release of the entirety of its Security Interests in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby confirms the termination and release of the Security Interests in the Collateral as follows (capitalized terms used but not

otherwise defined in Section 1 below shall have the meanings assigned to such terms in the Second Amended and Restated Intellectual Property Security Agreement):

1. The Secured Party hereby confirms the termination and release of the Security Interests in and continuing lien on each Pledgors' right, title and interest in, to and under the following property of each of the Pledgors, including, but not limited to the property listed on Schedule A attached hereto:

(a) the Intellectual Property;

(b) all applications of and registrations for the Intellectual Property in the United States, any state of the United States and any foreign countries and localities;

(c) all United States, state and foreign trademarks, service marks, patents, copyrights, trade names, trade dress, trade secrets, know-how and other proprietary information, and all registrations of, applications for and licenses relating to any of the foregoing hereafter adopted or acquired and used by any of the Pledgors or any Subsidiary in its business, including, but not limited to, those which are based upon or derived from the Intellectual Property or any variations thereof (the "Future Intellectual Property");

(d) all extensions and renewals of all United States, state and foreign trademarks, service marks, trade names and copyrights, and any registrations thereof and applications therefor, contained within the Intellectual Property and Future Intellectual Property;

(e) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any United States and foreign patents, and any applications therefor, contained within the Intellectual Property and Future Intellectual Property;

(f) all rights to sue for past, present and future infringements of the Intellectual Property and the Future Intellectual Property, and all rights to sue under any licenses ("Licenses") relating to trademarks, service marks, patents, copyrights, trade names, trade dress, trade secrets, know-how and other proprietary information used in the business of any of the Pledgors (other than any Licenses that, by their terms, are not assignable, and for which consents cannot be obtained under Section 6 of the Second Amended and Restated Intellectual Property Security Agreement);

(g) all of the Pledgors' logos and trade dress including, containing or relating to the Intellectual Property, the Future Intellectual Property, and the trademarks, service marks and trade names covered by the Licenses, or a representation thereof, or any variation thereof;

(h) all licenses and other agreements under which each of the Pledgors is licensor or licensee (including without limitation, the Licenses (other than any licenses or other agreements that, by their terms, are not assignable, and for which

consents cannot be obtained under Section 6 of the Second Amended and Restated Intellectual Property Security Agreement), and all fees, rents, royalties, proceeds or monies thereunder, relating to the Intellectual Property, the Future Intellectual Property, or any other intellectual property or related rights;

(i) all goodwill of each of the Pledgors' business connected with, symbolized by or in any way related to any of the foregoing;

(j) all of the Pledgors' inventions disclosed in any of the foregoing;

(k) all of the Pledgors' books, records, computer software (to the extent assignable, subject to Section 6 of the Second Amended and Restated Intellectual Property Security Agreement), computer printouts, manuals and similar items which relate to any of the foregoing; and

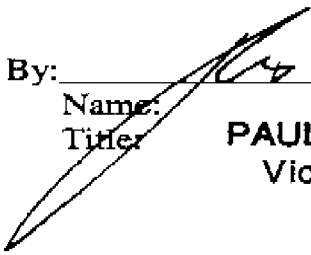
(l) all proceeds of any of the foregoing, including without limitation, license royalties, income, payments, claims, damages, insurance proceeds and proceeds of suit.

All of the foregoing items set forth in clauses (a) through (l) are referred to herein collectively as the "Collateral".

2. Further Assurances. The Secured Party hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination
d Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK

By:  _____
Name: PAUL SCHMALZEL
Title: Vice President



Schedule A

Continuation Item 1

Sweet Factory Group, Inc.
a Delaware Corp.

Sweet Factory, Inc.
a Delaware Corp.

SF Properties, Inc.
a Delaware Corp.

SF Candy ~~Corporation~~ *Company*
a Delaware Corp.

Archibald Candy (Canada) Corporation
a Canada Corp.

11
11

Continuation
Item 4

EXHIBIT 1**United States Trademark and Service Mark Registrations****Arshibald Candy Corporation**

<u>Mark</u>	<u>Registration No. (Serial No.)</u>	<u>Registration Date (Filing Date)</u>
AMERICAN HOMESTEAD COLLECTION BY FANNIE FARMER	2,040,233	2/25/97
AN AMERICAN TRADITION	1,668,708	12/17/91
DEBUTANTES (stylized)	649,034	7/23/57
FANNY FARMER and Design (Cameo Silhouettes)	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 ¹	6/12/90

¹ Abandoned but refilled as 75/231,420.

10

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	1,375,189	12/10/85
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
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 DDXIES	1,758,566	3/16/93
PDXIES (stylized)	593,071	7/27/54
SWEET LOOK (stylized)	1,200,893	7/13/82
SWEET PERSUASION	1,816,447	1/11/94
TRINIDAD	1,607,576	7/24/90
TRINIDADS	1,400,579	7/8/86

≡ ≡ ≡

1-2

15

LACRA SECURD stylized)

103,475

1/16/93

Sweet Factory Group, Inc.

None

Sweet Factory, Inc.

EXTREME BEANS

2,097,391

9/16/98

SF Properties, Inc.

None

SF Candy Company

None

Archibald Candy (Canada) Corporation

None

2

United States Trademark and Service Mark Applications

Archibald Candy Corporation

<u>Mark</u>	<u>Registration No. (Serial No.)</u>	<u>Registration Date (Filing Date)</u>
PIXIE	(73/821,267)	(9/29/89)
FANNIE MAY CANDIES CELEBRATED COLLECTION ²	(75-230,830)	(1/24/97)
FANNIE MAY (stylized)	(75-231,420)	(1/27/97)
FANNIE MAY CONFECTIONARY	(75-209,950)	(12/9/96)
FANNIE MAY CONFECTIONARY	(75-209,975)	(12/9/96)
MINIATURE CLASSICS FROM ² THE AMERICAN CHOCOLATIER	(75-230,309)	(1/23/97)

Sweet Factory Group, Inc.

None

Sweet Factory, Inc.

None

SF Properties, Inc.

None

SF Candy Company

None

² Intent to use applications.

State Trademark Registrations

Mark	Registration No. (Serial No.)	Registration Date (Filing Date)
	Illinois	
PDKIES	29,397	8/29/52
	Missouri	
FANNIE MAY CANDIES (stylized)	9,241	9/23/86
	New York	
FANNY FARMER	R-134	11/15/54
FANNY FARMER (stylized)	R-27,524	12/15/94

United States Copyright Registrations

<u>Title</u>	<u>Registration No. (Renewal Number)</u>	<u>Registration Date (Renewal Date)</u>
"The New Fannie Farmer Boston Cooking School Cook Book" (1951 Edition)	A 58906 (RE 47-403)	9/11/51 (12/28/79)
"The Fannie Farmer Junior Cook Book" (Revised Edition)	A 310806 (RE 269-246/7)	11/13/57 (12/17/85)
"The All New Fannie Farmer Boston Cooking School Cook Book"	A 409841 (RE 351-952)	10/6/59 (10/22/87)
"The Fannie Farmer Cook Book" (Eleventh Edition)	A 785881 (RE 47-403)	9/23/65 (12/28/79)
"Candies" (Print or Label)	KK 232513	8/17/73
"Miss Dog's Christmas Treat" (Book)	A 557906	9/9/73
"The Fannie Farmer Cook Book" (Twelfth Edition)	TX 338-846	9/17/79
"The Fannie Farmer Baking Book"	TX 1-547-681	2/22/85
"The Fannie Farmer Cook Book" (Thirteenth Edition)	TX 3-280-034	3/16/92

"Fannie May Chocolate Filled Bunnies" (Poster)	VA 226 329	5/12/86
"Fannie May Candies Easter Parade" (Poster) (photograph and lithograph reproduction)	VA 299 153	2/29/88
"Fannie May Candies Easter Parade" (Catalogue 1987 edition)	VA 258 898	3/26/87
"Fannie May Candies Easter Parade" (Catalogue 1988 edition)	VA 295 869	2/29/88
Fannie May Candies Easter Parade" (Catalogue 1989 edition)	VA 339 469	2/23/89
"Fannie May Kitchen Fresh Candies" (Easter 1992 Gift Selection -- photographic catalogue)	VA 213 682	10/1/91
"The Chocolate Idea Book" - (Catalogue)	TX 1,712,172	1/2/86
"The Chocolate Idea Book" - (Catalogue 1986 - 1987 edition)	VA 248 077	12/5/86
"Chocolate Delights" - (Catalogue 1986-1987 edition)	VA 242 556	10/21/86
"Fannie May Quantity Order Discount Program 1991-1992" (photographic catalogue)	VA 474 042	10/1/91

18

TRADEMARK
REEL: 1607 FRAME: 0459

TRADEMARK
REEL: 002696 FRAME: 0323

"Fannie May Mail Order and Quantity Order Catalogue 1987-1988"	VA 278 699	9/14/87
"Fannie May Mail Order and Quantity Order Catalogue 1988-1989"	VA 321 549	9/12/88
"Fannie May Kitchen Fresh Candies 1991-1992 Mail Order Gift Selections" (photographic catalogue)	VA 474 044	10/1/91
"Quantity Order Discount Program Fannie May Candies" (photographic brochure)	VA 474 043	10/1/91
"Fannie May Quantity Order Discount Program 1991-1992" (photographic catalogue)	VA 474 042	10/1/91
"The Victorian Valentine" (design)	TX 1,851 807	2/18/86
"Fannie May Kitchen Fresh Candies Valentine's 1992 Gift Selection" (photographic catalogue)	VA 213 681	10/1/91
"Fannie May Valentines Brochure - 1987 Edition"	VA 253 083	1/22/87
"Fannie May Valentines Brochure - 1988 Edition"	VA 291 146	1/19/88

"Fannie May Valentine Brochure - 1989 Edition"	VA 337 851	2/6/89
"Fannie May Candies Happy Holidays Flyer 1987" (Catalogue)	VA 284 161	11/4/87
"Fannie May Candies Happy Holidays Flyer 1988" (Catalogue)	VA 327 611	11/7/88
"Fannie May Kitchen Fresh Candies Christmas 1991 Gift Selections" (Photographic Catalogue)	VA 213 680	10/1/91
"Chicago Skylines" (packaging -- print based upon original painting)	VA 206 338	5/7/91
"Water Tower/Horse and Carriage" (print based on original painting)	VA 228 669	11/1/91
"Floral Heart"	VA 815 722	10/22/96
"Christmas Personal Consumption"	VA 814 976	10/22/96
"Valentine's Day Personal Consumption"	VA 814 977	10/22/96
"Halloween Personal Consumption"	VA 814 978	10/22/96
"Easter Personal Consumption"	VA 814 979	10/22/96
"'96 Halloween Pop"	VA 814 980	10/22/96

20

:33 3

TRADEMARK
REEL: 1607 FRAME: 0461

TRADEMARK
REEL: 002696 FRAME: 0325

"Easter Bunny Crate"	VA 814 981	10/22/96
"Easter Bunny Die Cut Box"	VA 814 982	10/22/96
"Marshmallow Hearts"	VA 814 983	10/22/96
"Carrot-Rabbit Boxes"	VA 820 242	10/22/96
"Easter Cream Egg Boxes"	VA 824 758	10/22/96
"97 Whimsical 2 oz. Heart"	VA 824 762	10/22/96
"12 oz. Jelly Bird Egg"	VA 824 763	10/22/96
"Christmas Tree Die Cut Box"	VA 824 764	10/22/96
"1 oz. Santa Pop"	VA 824 765	10/22/96
"Twelve Lays of Christmas"	VA 824 766	10/22/96

United States Patents

[None]

22

TRADEMARK
REEL: 1607 FRAME: 0463

TRADEMARK
REEL: 002696 FRAME: 0327

Canadian Trade-mark Registrations

Trade-mark	Registration No.
KIDDY POPS	UCA39227
OCCASIONS BY LAURA SECORD	TMA371,465
CAMEO & Design	TMA280,819
CAMEO CONE	TMA415,221
CAMEO DESIGN	TMA207,365
INDULGE	TMA389,009
LAURA SECORD	TMDA18979
LAURA SECORD	TMA186,708
LAURA SECORD	TMA209,560
LAURA SECORD	TMA291,898
LAURA SECORD & Design	TMA217,670
LAURA SECORD DESIGN	TMA308,270
MEDALLIONS	TMA126,360
ROSE DESIGN	TMA301,317

200307071340