

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNY Midwest Trust Company		04/02/2004	Trust Company: ILLINOIS
LaSalle Business Credit, LLC		04/02/2004	LIMITED LIABILITY COMPANY: DELAWARE
Delaware Street Capital Fund, Ltd.		04/02/2004	CORPORATION: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	Fannie May Confections, Inc.
Street Address:	5353 Lauby Road
City:	North Canton
State/Country:	OHIO
Postal Code:	44720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	0126844	FANNY FARMER
Registration Number:	0211768	LAFAYETTE
Registration Number:	0593071	PIXIES
Registration Number:	0578907	FANNY FARMER
Registration Number:	0905819	FANNY FARMER
Registration Number:	0904804	FANNY FARMER
Registration Number:	0998022	FF
Registration Number:	1375189	FANNY FARMER
Registration Number:	1400579	TRINIDADS
Registration Number:	1397036	I CAN'T MAKE ALL THE CANDY IN THE WORLD, SO I JUST MAKE THE BEST OF IT!

OP \$615.00 0126844

Registration Number:	1393461	FANNY FARMER
Registration Number:	1392552	FANNY FARMER
Registration Number:	1407863	FANNIE MAY KITCHEN FRESH CANDIES
Registration Number:	1468535	I LOVE MY HONEY BUT OH YOU FANNIE MAY!
Registration Number:	1483724	
Registration Number:	1607576	TRINIDAD
Registration Number:	1758566	PECAN DIXIES
Registration Number:	1816447	SWEET PERSUASION
Registration Number:	1770031	FANNIE FARMER
Registration Number:	2040233	AMERICAN HOMESTEAD COLLECTION BY FANNY FARMER
Registration Number:	2173898	FANNIE MAY CANDIES CELEBRATED COLLECTION
Registration Number:	2121790	FANNIE MAY
Registration Number:	2221712	DEBUTANTES
Registration Number:	2512490	LIVE WIRES

CORRESPONDENCE DATA

Fax Number: (713)651-5246
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713-651-8361
Email: cfitzgerald@fulbright.com
Correspondent Name: Carmen M. Fitzgerald
Address Line 1: 1301 McKinney, Suite 5100
Address Line 4: houston, TEXAS 77010

ATTORNEY DOCKET NUMBER:	10601741
NAME OF SUBMITTER:	Carmen M. Fitzgerald
Signature:	/cmf/
Date:	03/28/2006

Total Attachments: 23
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**CONFIRMATION OF TERMINATION AND
RELEASE OF SECURITY INTERESTS**

Archibald Candy Corporation, a company organized under the laws of Delaware (“Archibald”) granted security interests in certain trademarks as set forth in Exhibit A (the “Trademarks”) to BNY Midwest Trust Company, a trust company organized under the laws of Illinois, LaSalle Business Credit, LLC, a limited liability company organized under the laws of Delaware, and Delaware Street Capital Fund, Ltd., a corporation organized under the laws of Cayman Islands (collectively, the “Secured Parties”). Specifically:

Archibald granted security interests in certain of its assets, including the Trademarks, to BNY Midwest Trust Company in an agreement dated November 01, 2002 which was recorded at the United States Patent and Trademark Office on November 04, 2002 on Reel 2619, Frame 0137;

Archibald granted security interests in certain of its assets, including the Trademarks, to LaSalle Business Credit in an agreement dated June 25, 2003 which was recorded at the United States Patent and Trademark Office on July 02, 2003 on Reel 2771, Frame 0700;

Archibald granted security interests in certain of its assets, including the Trademarks, to Delaware Street Capital Fund, Ltd. in an agreement dated June 26, 2003 which was recorded at the United States Patent and Trademark Office on July 02, 2003 on Reel 2677, Frame 0987.

Archibald and Alpine Confections, Inc., a corporation organized under the laws of Utah (“Alpine”) entered into an Asset Purchase Agreement dated January 13, 2004 (the “Agreement”) whereby Archibald transferred certain assets, including the Trademarks, to Alpine. Pursuant to that Agreement, Alpine assigned to Fannie May Confections, Inc., a company organized under the laws of Delaware, certain assets, including the Trademarks. The assignment of the Trademarks from Archibald to Fannie May Confections, Inc. was recorded at the United States Patent and Trademark Office on June 30, 2004 on Reel 2883, Frame 0292.

On April 02, 2004, the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division confirmed the Agreement and authorized the sale to Alpine of certain of Archibald’s assets, including the Trademarks, free and clear of all liens, claims and encumbrances, thereby discharging, releasing and terminating all security interests of the Secured Parties in the Trademarks.

This Confirmation of Termination and Release of Security Interests is filed with the bankruptcy order signed April 02, 2004 (together with all supplements, exhibits and amendments thereto, referred to as the “Bankruptcy Order”), attached as Exhibit B, to confirm the release of the security interests held by the Secured Parties in the Trademarks.

**Exhibit A
Trademarks**

<i>Reg. No.</i>	<i>Mark</i>
0,126,844	FANNY FARMER (stylized)
0,211,768	LAFAYETTE
0,593,071	PIXIES (stylized)
0,578,907	FANNY FARMER (stylized)
0,905,819	FANNY FARMER (stylized)
0,904,804	FANNY FARMER (& design)
0,998,022	FF (stylized)
1,375,189	FANNY FARMER (stylized)
1,400,579	TRINIDADS
1,397,036	I CAN'T MAKE ALL THE CANDY IN THE WORLD SO I JUST MAKE THE BEST OF IT!
1,393,461	FANNY FARMER (stylized)
1,392,552	FANNY FARMER (& design)
1,407,863	FANNIE MAY KITCHEN FRESH CANDIES
1,468,535	I LOVE MY HONEY BUT OH YOU FANNIE MAY!
1,483,724	(Design Only) (Hopping Easter Bunny with Basket)
1,607,576	TRINIDAD
1,758,566	PECAN DIXIES
1,816,447	SWEET PERSUASION
1,770,031	FANNIE FARMER
2,040,233	AMERICAN HOMESTEAD COLLECTION BY FANNY FARMER
2,173,898	FANNIE MAY CANDIES CELEBRATED COLLECTION
2,121,790	FANNIE MAY (stylized)
2,221,712	DEBUTANTES
2,512,490	LIVE WIRES

SCHEDULE B
Bankruptcy Order

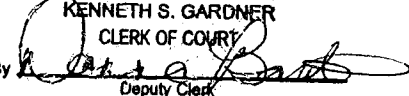
**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)	
)	Case No. 04 B 03200
ARCHIBALD CANDY CORPORATION, et al. ¹)	
)	Chapter 11
Debtors.)	Jointly Administered
)	
)	

**ORDER UNDER 11 U.S.C. §§ 105(A), 363 AND 365 AND
FED. R. BANKR. P. 2002, 6004, 6006 AND 9014, (A) APPROVING
ASSET PURCHASE AGREEMENT; (B) AUTHORIZING THE SALE
OF CERTAIN OF DEBTORS' ASSETS TO ALPINE CONFECTIONS, INC.
FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES, AND (C)
AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS IN CONNECTION THEREWITH [EOD 6]**

This matter having come before the Court on the motion, dated January 28, 2004 (the "Sale Motion") (Docket No. 5) of the above-captioned debtors (the "Debtors"), for entry of an order under 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014 (the "Sale Order") authorizing (i) the Debtors' sale (the "Sale") of the Fanny May/Fanny Farmer IP Assets and the Real Estate Assets (the "Assets"), free and clear of all mortgages, licenses, security interests, pledges, liens, charges, claims, judgments, options, rights, voting or other restrictions, rights-of-way, covenants, conditions, easements, encroachments, restrictions, other third-party rights or title defects or encumbrances of any nature whatsoever, whether legal or equitable in nature, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated and whether contractual, statutory or common law in origin, including any interest in property (collectively,

¹ The Debtors are the following entities: Archibald Candy Sales Corporation, a Delaware corporation ("Archibald") and Laura Secord Holdings Corp., a Delaware corporation ("Laura Secord").

KENNETH S. GARDNER
CLERK OF COURT
By 
Deputy Clerk
Dated APR 08 2004

the "interests") (except those expressly assumed², pursuant to the Asset Purchase Agreement, dated as of January 13, 2004 (as subsequently amended, the "Asset Purchase Agreement")), between Debtors and Alpine Confections, Inc. (the "Purchaser"), (ii) the Debtors' assumption and assignment to the Purchaser of certain executory contracts and unexpired leases, pursuant to the Asset Purchase Agreement³ free and clear of all interests, and (iii) the assumption by the Purchaser of certain liabilities of the Debtors pursuant to the Asset Purchase Agreement; and the Court having entered an order on February 19, 2004 (the "Bid Procedures Order") (Docket No. 180) approving (i) the Bidding Procedures, (ii) the proposed Bidding Protections and (iii) the form and manner of notice of the Auction and the Sale Hearing (as defined below); and as described in the record of the Sale Hearing, the Purchaser will receive and assume the Assets and the Assumed Liabilities pursuant to the terms described herein, as having submitted a Qualified Bid, pursuant to the Bid Procedures Order; and the Debtors having conducted an Auction on April 1, 2004; and the Purchaser having been determined by Debtors to have submitted the highest and best Qualified Bid in the total sum of \$38,910,000; and Russell Stover Candies, Inc. (the "Runner-Up") having been determined by Debtors to have submitted the runner-up Qualified Bid; and a hearing on the Sale Motion having been held on April 2, 2004 (the "Sale Hearing"); and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion; and the Court having reviewed and considered (i) the Sale Motion, (ii) any objections thereto, and (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and upon

² Referred to as the "Permitted Liens" in the Asset Purchase Agreement (defined below).

³ All capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

the record of the Sale Hearing, and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:⁴

1. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. §157(b)(2)(A). Venue of these cases and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought in the Sale Motion are sections 105(a), 363(b), (f), (m), and (n), and 365 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2002, 6004, 6006 and 9014.

3. (i) Proper, timely, adequate and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, the Sale, and the assumption and assignment to the Purchaser of certain executory contracts of the Debtors has been provided in accordance with 11 U.S.C. §§ 102(1), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006 and 9014, other provisions of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy Court, orders of the Bankruptcy Court, and other applicable law, including to all parties to the Assumed Licenses, and due process and in compliance with the Bid Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Sale Motion, the Auction or the Sale Hearing, or the assumption and assignment of the executory contracts is or shall be required.

4. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Assets and conducted the sale process in compliance with the Bid

⁴ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact where appropriate. Fed. R. Bankr. P. 7052.

Procedures Order. Archibald is the record title holder to the Real Estate Assets described in the Asset Purchase Agreement.

5. The Debtors (i) have full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the sale of the Assets by the Debtors has been duly and validly authorized by all necessary corporate action of the Debtors, (ii) have all of the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement, and (iii) have taken all corporate action necessary to authorize and approve the Asset Purchase Agreement and the consummation by such Debtors of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate such transactions.

6. Approval of the Asset Purchase Agreement and consummation of the Sale at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

7. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the Sale pursuant to 11 U.S.C. § 363(b) prior to, and in contemplation of, a plan of reorganization in that, among other things:

(1) Under the circumstances, the Purchaser is only willing to proceed to acquire the Assets if the Sale can be consummated quickly.

(2) The Debtors diligently and in good faith marketed the Assets to secure the highest and best offer therefor by, among other things, mailing the Notice of Auction and Sale Hearing, the Sale Motion and a draft of this Sale Order to each of the entities that had previously expressed an interest in the Debtors' Assets. In addition, the Debtors conducted an Auction pursuant to the Bid Procedures Order.

(3) A sale of the Assets at this time to the Purchaser pursuant to 11 U.S.C. § 363(b) is the only viable alternative to preserve the value

of the Assets, and maximize Debtors' estates for the benefit of all constituencies. Delaying the Sale of the Assets undoubtedly will result in a loss of value of the Assets. Further, any delay of the Sale of the Assets may result in the Purchaser's termination of the Asset Purchase Agreement and result in an alternative outcome that will achieve far less value for creditors.

8. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the United States Trustee for the Northern District of Illinois; (ii) counsel to the Official Committee of Unsecured Creditors; (iii) counsel to the Ad Hoc Committee of Bondholders; (iv) counsel to each of LaSalle Business Credit LLC and Delaware Street Capital Fund, Ltd. and BNY Midwest Trust Company; (v) all entities known to have expressed an interest in a transaction with respect to the Assets during the past four months; (vi) all entities known to have an interest in the Assets; (vii) all other parties to the executory contracts being assumed and assigned; and (viii) the parties listed on Debtors' Master Service List.

9. The Asset Purchase Agreement was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under 11 U.S.C. § 363(n).

10. The Purchaser is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, the Purchaser is entitled to all of the protections afforded thereby. The Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Asset Purchase Agreement and at all times after the entry of this Sale Order. The Purchaser has not engaged in collusive bidding or otherwise violated the provisions of § 363(n) of the Bankruptcy Code.

11. The consideration provided by the Purchaser for the Assets pursuant to the Asset Purchase Agreement (i) is fair and reasonable, (ii) is the highest and best offer for the Assets, (iii) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code.

12. The Sale must be approved and consummated promptly in order to preserve the value of the Assets.

13. The transfer of the Assets to the Purchaser will be a legal, valid and effective transfer of the Assets, and will vest the Purchaser with all right, title and interest of the Debtors to the Assets free and clear of all Interests, including without limitation any taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' businesses prior to the date (the "Closing Date") of the consummation of the Asset Purchase Agreement (the "Closing"), except for the Permitted Liens; provided, however, that nothing in this Sale Order or the Asset Purchase Agreement releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations that the Purchaser would be subject to as the owner or operator of property after the date of entry of this Sale Order.

14. The Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby, if the sale of the Assets to the Purchaser were not free and clear of all Interests of any kind or nature whatsoever and if the assignment of the executory contracts, including the Assumed Licenses, could not be made under section 365 of the Bankruptcy Code.

15. The Purchaser shall purchase the Assets free and clear of all Interests, including without limitation all liens, claims and encumbrances pursuant to 11 U.S.C. § 363. The

Purchaser does not constitute a successor-in-interest to Seller for all purposes, including successor liability, except as otherwise set forth herein.

16. The Debtors may sell the Assets free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. § 363(f)(1) (5) has been satisfied. Those (i) holders of Interests and (ii) non-debtor parties to executory contracts being assigned who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Interests and (ii) non-debtor parties to executory contracts being assumed and assigned who did object are adequately protected by having their Interests, if any, attach to the proceeds of the Sale ultimately attributable to the property against or in which they claim or may claim an Interest.

17. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign certain executory contracts to the Purchaser as set forth in the Asset Purchase Agreement, and the assumption and assignment of the executory contracts is in the best interests of the Debtors, their estates, and their creditors. The executory contracts being assigned to, and the liabilities being assumed by the Purchaser, are an integral part of the Assets being purchased by the Purchaser and, accordingly, such assumption and assignment of the executory contracts and the Future Obligations are reasonable, enhance the value of the Debtors' estates, and do not constitute unfair discrimination.

18. The Debtors and the Purchaser (i) have provided adequate assurance of the Purchaser's future performance of the executory contracts being assigned pursuant to the Asset Purchase Agreement, including the Assumed Licenses, within the meaning of 11 U.S.C. § 365(b)(1)(C) and 365(f)(2)(B), (ii) will cure, or have provided adequate assurance of cure, of any

default existing prior to the date hereof under any of the executory contracts being assigned pursuant to and consistent with the Asset Purchase Agreement, including the Assumed Licenses, within the meaning of 11 U.S.C. § 365(b)(1)(A), and (iii) will provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the executory contracts being assigned pursuant to and consistent with the Asset Purchase Agreement, within the meaning of 11 U.S.C. § 365(b)(1)(B).

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion is granted, as further described herein.
2. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included therein, hereby are overruled on the merits.
3. The Asset Purchase Agreement, in the form attached to the Sale Motion and as amended as set forth in Exhibit "1" hereto, and all of the terms and conditions thereof, are hereby approved.
4. Pursuant to 11 U.S.C. § 363(b), the Debtors are authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement.
5. The Debtors are authorized and directed to execute and deliver, and are empowered to perform under, consummate and implement, the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and

conferring to the Purchaser or reducing to possession, the Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the Asset Purchase Agreement.

6. The proceeds of the Sale shall be distributed in accordance with the Stipulation and Final Order Authorizing (A) Secured Post-Petition Financing On A Super Priority Basis Pursuant to 11 U.S.C. Section 364, (B) Use of Cash Collateral Pursuant to 11 U.S.C. Section 363, And (C) Grant Of Adequate Protection Pursuant to 11 U.S.C. Sections 363 and 364 (Docket No. 181).

7. Except as expressly permitted or otherwise specifically provided for in the Asset Purchase Agreement or this Sale Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Assets shall be transferred to the Purchaser, and as of the Closing Date, shall be free and clear of all Interests of any kind or nature whatsoever, with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale, with the same validity, force and effect which they now have as against the Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

8. Except as expressly permitted or otherwise specifically provided for in the Asset Purchase Agreement or this Sale Order, all persons and entities, including, but not limited to, governmental, tax, and regulatory authorities, lenders, trade and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtors or the Assets, arising under or out of, in connection with, or in any way relating to, the Debtors, the Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Assets to Purchaser, hereby are forever barred and estopped from asserting against the Purchaser, its successors or assigns, its property, or the Assets, such persons' or entities' Interests.

9. Pursuant to 11 U.S.C. §§ 105 (a) and 365, and subject to and conditioned upon the Closing of the Sale, the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Asset Purchase Agreement of the executory contracts being assigned, including the Assumed Licenses, is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f)(2) with respect thereto are hereby deemed satisfied.

10. The Debtors are hereby authorized and directed in accordance with 11 U.S.C. §§ 105(a) and 365 to (a) assume and assign to the Purchaser, effective upon the Closing of the Sale, the executory contracts and unexpired leases being assigned pursuant to the Asset Purchase Agreement and identified on Exhibit "2" hereto, including the Assumed Licenses, free and clear of all Interests of any kind or nature whatsoever, and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the executory contracts being assigned pursuant to the Asset Purchase Agreement to the Purchaser; provided, however, that this paragraph shall not defeat any right which a party to an assigned executory contract may have under section 365 of the Bankruptcy Code.

11. The executory contracts being assigned to the Purchaser pursuant to the Asset Purchase Agreement, including the Assumed Licenses, shall be transferred to, and remain in full force and effect for the benefit of the Purchaser in accordance with their respective terms, notwithstanding any provision in any such assigned contracts that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors and their estates shall be relieved from any liability for any breach of any assigned contracts after such assignment to and assumption by the Purchaser on the Closing Date, first arising post-Closing.

12. As set forth in greater detail in the Asset Purchase Agreement, the Debtors shall take all reasonable steps to achieve cure and reinstatement of the executory contracts being assigned pursuant to the Asset Purchase Agreement, including the Assumed Licenses, pursuant to section 365 of the Bankruptcy Code, except the Purchaser will assume and be responsible for cure of the Future Obligations (as defined in the Asset Purchase Agreement).

13. The Purchase Price provided by the Purchaser for the Assets under the Asset Purchase Agreement (i) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, and (ii) is fair and reasonable and the Sale may not be avoided under section 363(n) of the Bankruptcy Code.

14. On the Closing Date of the Sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its interests in the Assets, if any, as such interests may have been recorded or may otherwise exist.

15. This Sale Order shall be effective as a determination that, on the Closing Date, all interests of any kind or nature whatsoever existing as to the Debtors or the Assets prior to the Closing have been unconditionally released, discharged and terminated (other than the Future Obligations), and that the conveyances described herein have been effected.

16. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens or other documents or agreements evidencing interests in the Debtors or the Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Assets or otherwise, then the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute

conclusive evidence of the release of all Interests in the Assets of any kind or nature whatsoever and the filing officer is hereby directed to accept the filing of the Sale Order by the Purchaser as evidence of the release of such encumbrances.

17. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Assets are hereby directed to surrender possession of the Assets to the Purchaser on the Closing Date.

18. Under no circumstances shall any holder of an Interest be able to commence, continue or otherwise pursue or enforce any remedy, claim or cause of action against the Purchaser, except with respect to the Future Obligations specifically assumed by the Purchaser under an executory contract being assigned pursuant to the Asset Purchase Agreement and pursuant to ordering paragraph 11 of this Sale Order.

19. Subject to, and except as otherwise provided in the Bid Procedures Order, any amounts that become payable by the Debtors pursuant to the Asset Purchase Agreement or any of the documents delivered by the Debtors pursuant to or in connection with the Asset Purchase Agreement shall (a) constitute administrative expenses of the Debtors' estates and (b) be paid by the Debtors in the time and manner as provided in the Asset Purchase Agreement, without further order of this Court.

20. This Court retains jurisdiction to enforce and implement the terms and provisions of the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) resolve any disputes arising under or related to the Asset Purchase Agreement, except as otherwise provided therein, and (b) interpret, implement, and enforce the provisions of this Sale Order.

21. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Purchaser, unless such authorization is duly stayed pending such appeal prior to the Closing. The Purchaser is a purchaser in good faith of the Assets, and the Purchaser is entitled to all of the protections afforded by 11 U.S.C. § 363(m).

22. The terms and provisions of the Asset Purchase Agreement and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in the Assets to be sold to the Purchaser pursuant to the Asset Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. The Purchaser has not engaged in collusive bidding or otherwise violated the provisions of section 363(m) of the Bankruptcy Code.

23. The failure specifically to include any particular provisions of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

24. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

25. Notwithstanding anything to the contrary herein, the Purchaser shall not be relieved from any liabilities specifically assumed by the Purchaser as set forth in the Asset Purchase Agreement.

26. Except as provided in the Asset Purchase Agreement, this Sale Order, or other order of this Court, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to the Future Obligations.

27. Following the Closing, the Purchaser shall be required to comply with all applicable laws, including but not limited to, local, state and federal rules, regulations, statutes, and permits pertaining to environmental regulations with respect to the Assets.

28. The second highest and best offer to purchase the Assets was received from the Runner-Up at a purchase price of \$39,150,000 (the "Runner-Up Bid"). If for any reason the sale of the Assets to the Purchaser does not or cannot timely close, the Debtors shall be, and hereby are, authorized to consummate the sale of the Assets to the Runner-Up on terms substantially similar to the terms of the Runner-Up Bid, as amended and accepted by the Debtors, all without further order of Court. Upon consummation of such sale to the Runner-Up, the Runner-Up shall be deemed to be the "Purchaser" of the Assets hereunder and shall be entitled to all of the protections set forth in this Sale Order.

29. As provided by Federal Rules of Bankruptcy Procedure 6004(g) and 6006(d), this Sale Order shall not be stayed for 10 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry of this Sale Order.

APR - 2 2004

ENTERED:



Hon. Pamela S. Hollis
UNITED STATES BANKRUPTCY JUDGE

Order prepared by:

Mark K. Thomas (ARDC # 06181453)

John P. Sieger (ARDC #06240033)

Michael C. Rupe (ARDC # 06271421)

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Counsel for the Debtors
and Debtors in Possession

1064915

EXHIBIT 1

(Attached hereto.)

TRADEMARK

REEL: 003277 FRAME: 0986

**First Amendment dated April 1, 2004 to Asset Purchase Agreement dated January 13, 2004 between: Archibald Candy Corporation and Alpine Confections, Inc.
("Agreement")**

Pursuant to the auction conducted on April 1, 2004, the parties agree that the Agreement is amended as follows:

1. The Purchase Price is amended to read Thirty Eight Million Nine Hundred and Ten Thousand and no/100 Dollars (\$38,910,000).

2. Section 7.1(a) of the Agreement is amended to read as follows:

Nonsurvival of Representations and Warranties. Notwithstanding anything to the contrary contained in the Agreement, no warranties or representations of Seller in the Agreement shall survive Closing or the delivery of the Special Warranty Deeds, and all warranties or representations of Seller shall be extinguished upon the Closing.

3. All references to Post Closing Escrow or Post Closing Escrow Funds are deleted, and all funds in the escrow are to be released to Seller at Closing. At Closing, the parties will direct the Escrow Agent in accordance with the preceding sentence under Section 1.6(a) of the Escrow Agreement. Without limitation of the foregoing, Section 1.7(b) (iv) is amended to provide that all of the Escrow Funds shall be transferred to Seller in payment of a portion of the Purchase Price, Section 1.7(c) is deleted and the reference to \$16,500,000 in Section 1.7(d) is changed to \$37,410,000.

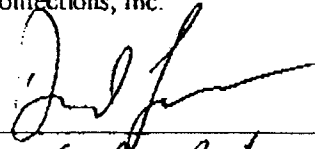
4. Assignment of the Sweet Factory sublicense is not a condition to consummation of the transactions contemplated by the Agreement, and if Seller is not able to assume and assign it, it shall be deemed deleted from the definition of Fannie May/Fanny Farmer IP Assets without change in the Purchase Price.

5. Section 1.8(a) of the Agreement is hereby amended such that the phrase "one day after the date of entry of the Approval Order" is replaced with the phrase "on or before April 16, 2004."

Capitalized terms used but not defined herein have the meanings ascribed to them in the Agreement.

Alpine Confections, Inc.

By



Co-president

Archibald Candy Corporation

By _____

EXHIBIT 2

(Attached hereto.)

TRADEMARK

REEL: 003277 FRAME: 0989

CURE SCHEDULE
ARCHIBALD CANDY CORPORATION

Name	Address	Cure Amount	Description
Dean Foods Company	Attn: Don McCormack Midwest Region Headquarters 3600 River Road Franklin Park, Illinois 60131 Facsimile: (847) 233-5514	\$0.00	License dated April 24, 2001 for use of "Fannie May Mint Meltaway" name and product for ice cream.
World's Finest Chocolate	4801 South Lawndale Chicago, Illinois 60632 Facsimile: (773) 847-7804	\$0.00	License dated March 17, 1995 for use of "Mint Meltaway" copyright.
The United Sweet Factory Ltd.	Attn: Polakis K. Sarris Nicosia Tower Center 8th Floor 36 Byron Avenue P.O. Box 21341 Nicosia, Cyprus	\$0.00	License dated August 7, 2004 for the use of Sweet Factory" name in three stores of the Debtors.
Alfred A. Knopf, Inc.	Knopf Domestic Rights 1745 Broadway New York, New York 10019 Facsimile: (212) 940-7390	\$0.00	Contract dated May 15, 1987 for the use of the name "Fanny Farmer" for use in a cookbook.
Alfred A. Knopf, Inc.	Knopf Domestic Rights 1745 Broadway New York, New York 10019 Facsimile: (212) 940-7390	\$0.00	Contract dated March 17, 1983 for the use of the name "Fanny Farmer" for use in a baking book.
Little, Brown and Company	1271 Avenue of the Americas New York, New York 10020 Facsimile: (212) 522-0885	\$0.00	Contract originally dated August 6, 1942, as amended April 10, 1990 for the use of the name "Fanny Farmer" for use in a cookbook.