

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (successor to Bank One, NA)		03/10/2006	National Banking Association:

RECEIVING PARTY DATA

Name:	Delaware Street Capital Master Fund, L.P.
Street Address:	900 North Michigan Avenue
Internal Address:	Suite 1600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2040233	AMERICAN HOMESTEAD COLLECTION BY FANNY FARMER
Registration Number:	2221712	DEBUTANTES
Registration Number:	1483724	
Registration Number:	998022	FF
Registration Number:	126844	FANNY FARMER
Registration Number:	578907	FANNY FARMER
Registration Number:	904804	FANNY FARMER
Registration Number:	905819	FANNY FARMER
Registration Number:	1375189	FANNY FARMER
Registration Number:	1392552	FANNY FARMER
Registration Number:	1393461	FANNY FARMER
Registration Number:	1770031	FANNIE FARMER
Registration Number:	2121790	FANNIE MAY

CH \$615.00 2040233

Registration Number:	2173898	FANNIE MAY CANDIES CELEBRATED COLLECTION
Registration Number:	1407863	FANNIE MAY KITCHEN FRESH CANDIES
Registration Number:	1397036	I CAN'T MAKE ALL THE CANDY IN THE WORLD, SO I JUST MAKE THE BEST OF IT!
Registration Number:	1468535	I LOVE MY HONEY BUT OH YOU FANNIE MAY!
Registration Number:	211768	LAFAYETTE
Registration Number:	2512490	LIVE WIRES
Registration Number:	1758566	PECAN DIXIES
Registration Number:	593071	PIXIES
Registration Number:	1816447	SWEET PERSUASION
Registration Number:	1607576	TRINIDAD
Registration Number:	1400579	TRINIDADS

CORRESPONDENCE DATA

Fax Number: (312)840-7884
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 840-7860
Email: mmurphy@jenner.com
Correspondent Name: Mariann R. Murphy
Address Line 1: One IBM Plaza
Address Line 2: Jenner & Block LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	41514-10090
NAME OF SUBMITTER:	Mariann R. Murphy
Signature:	/Mariann R. Murphy/
Date:	03/30/2006

Total Attachments: 11

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ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 10th day of March, 2006, but effective as of July 6, 2005, is by and among JPMORGAN CHASE BANK, N.A., as successor by merger to Bank One, NA, as agent for the Prior Lenders (as such term is defined below) (the "Assignor"), DELAWARE STREET CAPITAL MASTER FUND, L.P., as agent (the "Assignee") for the Lenders (as such term is defined in the Credit Agreement, as such term is defined below), and FANNIE MAY CONFECTIONS, INC., a Delaware corporation, (the "Obligor"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement (as such term is defined below).

RECITALS

WHEREAS, the Obligor entered into that Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Obligor, certain affiliates of the Obligor, the financial institutions from time to time party thereto (the "Prior Lenders") and the Assignor, pursuant to which the Prior Lenders provided loans and other financial accommodations to the Obligor;

WHEREAS, pursuant to the terms of a Trademark Security Agreement dated as of April 16, 2004 (as the same was amended, restated, supplemented or otherwise modified from time to time to July 6, 2005, the "Original Trademark Security Agreement"), by and between the Obligor and the Assignor, the Obligor granted to the Assignor, for the benefit of the Assignor and the Prior Lenders, a security interest in substantially all the assets of the Obligor including all right, title and interest of the Obligor in, to and under all of the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks"), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, the Assignor assigned to the Assignee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents including, without limitation, each and every security interest in and lien on the assets of the Obligor granted to the Assignor under the Loan Documents including, without limitation, the Original Trademark Security Agreement (the "Assignment and Assumption"), pursuant to that certain Assignment, Assumption, Payoff and Reaffirmation Agreement (as amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), dated as of July 6, 2005, by and among the Prior Agent, the Prior Lenders, Chase Equipment Leasing Inc., the Obligor, certain affiliates of the Obligor and the Assignee;

WHEREAS, simultaneously with the execution of the Assignment Agreement, the Assignee desired to amend and restate the Original Trademark Security Agreement such that the Obligor and the Assignee entered into that certain Amended and Restated Trademark Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, it is an obligation of the Assignor under the Assignment Agreement to enter into this Agreement to, among other things, evidence the Assignment and Assumption by the Assignee of all of the Assignor's right, title and interest in the Original Trademark Security Agreement; and

WHEREAS, it is an obligation of the Obligor under the Assignment Agreement to enter into this Agreement to, among other things, (a) acknowledge the Assignment and Assumption by the Assignee of all of the Assignor's right, title and interest in the Original Trademark Security Agreement and (b) acknowledge its entry into the Trademark Security Agreement pursuant to which the Obligor (i) reaffirmed and ratified its grant of security interest in the Trademarks to the Assignee (as assignee of the Assignor) under the Original Trademark Security Agreement and (ii) granted to the Assignee, a first-priority security interest in all of its right, title, and interest in and to the Trademarks to secure the Secured Obligations.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment and Assumption

The Assignor hereby irrevocably assigns and transfers to the Assignee, and the Assignee hereby irrevocably assumes from the Assignor, all of the Assignor's rights, remedies, duties and obligations under the Original Trademark Security Agreement, including, without limiting the generality of the foregoing, all Secured Obligations and the Assignor hereby irrevocably assigns and transfers to the Assignee, and the Assignee hereby irrevocably assumes from the Assignor, all right, title and interest of the Assignor in and to the liens in favor of, and security interests granted to, the Assignee in the Trademarks pursuant to the Original Trademark Security Agreement and all rights, remedies, duties and obligations of the Assignor under the Original Trademark Security Agreement, in each case, as more fully set forth in the Assignment and Assumption Agreement.

2. Security Interest.

The Obligor (a) hereby reaffirms and ratifies its prior grant to the Assignee (as assignee of the Assignor), pursuant to the Original Trademark Security Agreement and any other prior security agreements related thereto, of and (b) hereby grants to the Assignee, on behalf of and for the ratable benefit of the Assignee and the Lenders, a first-priority security interest in all of the Obligor's right, title, and interest in and to the Trademarks to secure the Secured Obligations, including, without limitation, the Trademarks set forth on Schedule 1 attached hereto.

This security interest is reaffirmed, ratified and granted in conjunction with the security interests granted to the Assignee pursuant to the Original Trademark Security Agreement and the Trademark Security Agreement and is not intended to increase the rights of the Assignee or the obligations of the Obligor beyond the rights and obligations contained in the Trademark Security Agreement. The Obligor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

5. Binding Effect. This Agreement shall be binding on all of the parties hereto and on each of their successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By: Monica A. Starika
Name: Monica A. Starika
Title: Sr. Vice President

ASSIGNEE:

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By: _____
Name: _____
Title: _____

OBLIGOR:

FANNIE MAY CONFECTIONS, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

STATE OF Wisconsin)
) ss.
COUNTY OF Milwaukee)

This instrument was acknowledged before me on March 6, 2006, by Monica A. Stariha, the Senior Vice President of JPMorgan Chase Bank, N.A., a national banking association, on behalf of said national banking association.



Vicki L. Vogel
Notary Public

My commission expires: 10/12/08

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

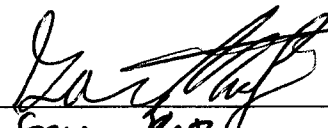
ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By: _____
Name: _____
Title: _____

ASSIGNEE:

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By:  _____
Name: Gary Kutz
Title: Director

OBLIGOR:

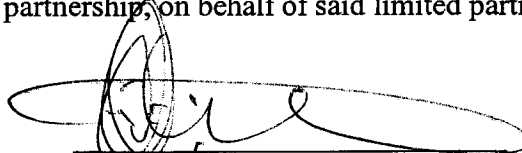
FANNIE MAY CONFECTIONS, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

STATE OF New York)
) ss.
COUNTY OF Ny)

This instrument was acknowledged before me on 1st March, 2006, by Gary Katz, the Director of Delaware Street Capital Master Fund, L.P., a Cayman Islands exempt limited partnership, on behalf of said limited partnership.


Notary Public

My commission expires: 02/19/2010

Carmen C. Moore
Notary Public-State Of New York
No. 01m06069913
My Commission Expires
February 19, 2010
cm

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

TRADEMARK
REEL: 003279 FRAME: 0249

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Trademark Security Agreement to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A., successor by merger to Bank One, NA

By: _____
Name: _____
Title: _____

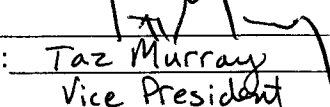
ASSIGNEE:

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By: _____
Name: _____
Title: _____

OBLIGOR:

FANNIE MAY CONFECTIONS, INC.

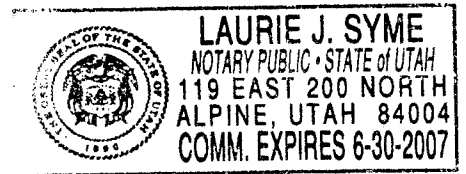
By:  _____
Name: Taz Murray
Title: Vice President

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

This instrument was acknowledged before me on MARCH 10, 2006, by TAZ MURPHY, the VICE PRESIDENT of Fannie May Confections, Inc., a Delaware corporation, on behalf of said corporation.

Laurie J. Syme
Notary Public

My commission expires: 6/30/07



[Signature Page to Assignment and Assumption of Trademark Security Agreement]

TRADEMARK
REEL: 003279 FRAME: 0251

SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
AMERICAN HOMESTEAD COLLECTION BY FANNY FARMER	U.S.	2,040,233	02/25/97	Registered
DEBUTANTES	U.S.	2,221,712	02/02/99	Registered
(DESIGN ONLY) (HOPPING EASTER BUNNY WITH BASKET)	U.S.	1,483,724	04/05/88	Registered
FF (STYLIZED)	U.S.	998,022	11/12/74	Registered
FANNY FARMER (STYLIZED)	U.S.	126,844	10/07/19	Registered
FANNY FARMER (STYLIZED)	U.S.	578,907	08/18/53	Registered
FANNY FARMER (& DESIGN)	U.S.	904,804	12/22/70	Registered
FANNY FARMER (STYLIZED)	U.S.	905,819	01/12/71	Registered
FANNY FARMER (STYLIZED)	U.S.	1,375,189	12/10/85	Registered
FANNY FARMER (& DESIGN)	U.S.	1,392,552	05/06/86	Registered
FANNY FARMER (STYLIZED)	U.S.	1,393,461	05/13/86	Registered
FANNIE FARMER	U.S.	1,770,031	05/11/93	Registered

SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
FANNNIE MAY (Stylized)	U.S.	2,121,790	12/16/97	Registered
FANNIE MAY CANDIES CELEBRATED COLLECTION	U.S.	2,173,898	07/14/98	Registered
FANNIE MAY KITCHEN FRESH CANDIES	U.S.	1,407,863	09/02/86	Registered
I CAN'T MAKE ALL THE CANDY IN THE WORLD, SO I JUST MAKE THE BEST OF IT! (& Design)	U.S.	1,397,036	06/10/86	Registered
I LOVE MY HONEY BUT OH YOU FANNIE MAY!	U.S.	1,468,535	12/08/87	Registered
LAFAYETTE	U.S.	211,768	04/20/26	Registered
LIVE WIRES	U.S.	2,512,490	11/27/01	Registered
PECAN DIXIES	U.S.	1,758,566	03/16/93	Registered
PIXIES (Stylized)	U.S.	593,071	07/27/54	Registered
SWEET PERSUASION	U.S.	1,816,447	01/11/94	Registered
TRINIDAD	U.S.	1,607,576	07/24/90	Registered
TRINIDADS	U.S.	1,400,579	07/08/86	Registered