

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------------------|
| Cherrydale Manufacturing, L.L.C. | | 09/18/2006 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Sovereign Bank |
| Street Address: | Centre Square East, 1500 Market Street |
| City: | Philadelphia |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19102 |
| Entity Type: | Bank: |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|----------------|----------|---------------------------|
| Serial Number: | 76519878 | BARTONS DESSERT CLASSICS |
| Serial Number: | 76519875 | BARTONS GEM CLASSICS |
| Serial Number: | 76519876 | BARTONS TOPPERS |
| Serial Number: | 76519879 | DESSERT CLASSICS |
| Serial Number: | 76519877 | GEM CLASSICS |
| Serial Number: | 76321257 | NEW YORKER |
| Serial Number: | 76548589 | PECANDIES |
| Serial Number: | 76159574 | ROCKING CHAIR CONFECTIONS |
| Serial Number: | 74101083 | ALMOND KISSES |
| Serial Number: | 72071797 | AMERICANA |
| Serial Number: | 74382800 | BARTONETTES |
| Serial Number: | 74382743 | BARTONS BONBONNIERE |
| Serial Number: | 72015441 | BARTON'S |

CH \$490.00 76519878

| | | |
|----------------|----------|------------------------------|
| Serial Number: | 75379820 | BONBONNIERE |
| Serial Number: | 75645854 | HADDINGTON FARMS CONFECTIONS |
| Serial Number: | 71682777 | LOLLYCONES |
| Serial Number: | 78749046 | MONSTER BITES |
| Serial Number: | 73580601 | SWIRLS |
| Serial Number: | 78929785 | PAWS |

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8003715768
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

| | |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Matthew Mayer |
| Signature: | /Matthew Mayer/ |
| Date: | 09/21/2006 |

Total Attachments: 15
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):

CHERRYDALE MANUFACTURING, L.L.C.
1035 MILL ROAD
ALLENTOWN PA 18106

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other DE LLC

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: SEPTEMBER 18 2006

2. Name and address of receiving party(ies)

Name: SOVEREIGN BANK

Internal _____

Address: _____

Street Address: CENTRE SQ EAST 1500 MARKET ST

City: PHILADELPHIA State: PA Zip: 19102

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

If assignee 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

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

A. Trademark Application No.(s)
SEE ATTACHED

B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

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

Name: ROBIN J MOLT

Internal Address: _____

Street Address: 80 STATE STREET

6TH FL

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: _____

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ROBIN MOLT

Name of Person Signing

Signature

07/21/2006

Date

Total number of pages including cover 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

TRADEMARK

REEL: 003394 FRAME: 0615

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this ^{18th} day of September, 2006, by **CHERRYDALE MANUFACTURING, L.L.C.**, a Delaware limited liability company, having an address at 1035 Mill Road, Allentown, PA 18106 ("Borrower") and delivered to **SOVEREIGN BANK**, having a mailing address of Centre Square East, 1500 Market Street, Philadelphia, Pennsylvania 19102 ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in substantially all assets of Borrower. All capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on and security interest in the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of the Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Trademarks that are material to the operation of Borrower's business or sale of its Inventory in full force and effect

until all of the Obligations are indefeasibly paid and satisfied in full and the obligation of Lender to make advances under the Revolving Credit has terminated.

3. Borrower represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed or for names which are not used as marks) are registered, valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder and Rosen Capital Partners, LLC) and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a material adverse effect on Borrower or its assets;

(f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit, upon reasonable notice, Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all of the Obligations are indefeasibly paid and satisfied in full and the obligation of Lender to make advances under the Revolving Credit has terminated, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has not elected to exercise its rights hereunder: (i) Borrower shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in the jurisdiction set forth in Section 9.1 of the Loan Agreement, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement and the Loan Documents, and until all of the Obligations are indefeasibly paid and satisfied in full and the obligation of Lender to make advances under the Revolving Credit has terminated

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all of the Obligations are indefeasibly paid and satisfied in full and the obligation of Lender to make advances under the Revolving Credit has terminated, Lender shall,

at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to any Trademarks pending as of the date of this Agreement or thereafter that are material to the operation of Borrower's business or sale of its Inventory until the Obligations are indefeasibly paid and satisfied in full and the obligation of Lender to make advances under the Revolving Credit has terminated, to preserve and maintain all rights in the Trademarks that are material to the operation of Borrower's business or sale of its Inventory, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks that are material to the operation of Borrower's business or sale of its Inventory without the prior written consent of Lender.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the jurisdiction set forth in Section 9.1 of the Loan Agreement, without regard to its otherwise applicable principles of conflicts of laws.

19. Borrower agrees to the jurisdiction of the state and federal courts of the jurisdiction set forth in Section 9.17 of the Loan Agreement and to service by certified mail, return receipt requested at the address of the Borrower.

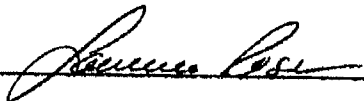
20. Borrower (and Lender by its acceptance hereof) hereby waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents or with respect to any claims arising out of any discussions, negotiations or communications involving or related to any proposed renewal extension, amendment, modification, restructure, forbearance, workout, or enforcement of the transactions contemplated by the Loan Documents.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

BORROWER:

CHERRYDALE MANUFACTURING, L.L.C.

By: 

Name: LAURENCE ROSE

Title: CHAIRMAN

Address: 1035 Mill Road
Allentown, PA 18106

Approved and Accepted:

SOVEREIGN BANK

By: _____
Robert P. Bushey, Senior Vice President

(Signature Page to Trademark Security Agreement)

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
~~COMMONWEALTH OF PENNSYLVANIA~~ :SS
COUNTY OF PHILADELPHIA ~~ESSEX~~ :
STATE OF NEW JERSEY

On this 18th day of September, 2006, before me personally appeared Lawrence Rosen to me known and being duly sworn, deposes and says that he/she is the Chairman of _____, the authorized member of Cherrydale Manufacturing, L.L.C. described in the foregoing Agreement; that he/she knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he/she signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and he/she desires the same to be recorded as such.

Carmen Aiello
Notary Public
My Commission Expires:

CARMEN AIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/3/2016

(Acknowledgment to Trademark Security Agreement)

TRADEMARK

REEL: 003394 FRAME: 0622

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

BORROWER:

CHERRYDALE MANUFACTURING, L.L.C.

By: _____

Name: _____

Title: _____

Address: 1035 Mill Road
Allentown, PA 18106

Approved and Accepted:

SOVEREIGN BANK

By: Robert P. Bushey
Robert P. Bushey, Senior Vice President

(Signature Page to Trademark Security Agreement)

POWER OF ATTORNEY

CHERRYDALE MANUFACTURING, L.L.C., a Delaware limited liability company ("Grantor"), hereby authorizes SOVEREIGN BANK, its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement by and between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security Agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

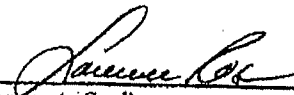
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 21st day of September, 2006.

CHERRYDALE MANUFACTURING, L.L.C.

Attest: _____

By: 
(Corporate Seal)

Witness: Nelli Mohan

(Signature Page to Power of Attorney / Trademark Security Agreement)

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA *Casey* :
State of New Jersey :

On this 19th day of September, 2006, before me personally appeared *Laurence Rose*, to me known and being duly sworn, deposes and says that he is a *Chairman* of Cherrydale Manufacturing, LLC, the authorized member of the Grantor corporation described in the foregoing Power of Attorney; that he knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such corporate seal; that he signed the Power of Attorney and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

Carmen Aiello
Notary Public

My Commission Expires:

CARMEN AIELLO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/2/2010

(Acknowledgment to Signature Page to Power of Attorney / Trademark Security Agreement)

TRADEMARK

REEL: 003394 FRAME: 0625

Schedule A to Trademark Security Agreement

| <u>TRADEMARK</u> | <u>SERIAL OR REGISTRATION NO.</u> | <u>COUNTRY</u> | <u>FILING DATE</u> |
|---------------------------------|---------------------------------------|----------------|--------------------|
| Bartons Dessert Classics | 76519878 | USA | 6/5/2003 |
| Bartons Gem Classics | 76519875 | USA | 6/5/2003 |
| Bartons Toppers | 76519876 | USA | 6/5/2003 |
| Dessert Classics | 76519879 | USA | 6/5/2003 |
| Gem Classics | 76519877 | USA | 6/5/2003 |
| New Yorker | 76321257 | USA | 10/4/2001 |
| Pecandies | 76548589 | USA | 10/2/2003 |
| Rocking Chair Confections | 76159574 | USA | 3/5/2002 |
| Almond Kisses | 74101083 | USA | 11/12/1996 |
| Americana | 72071797 | USA | 12/29/1959 |
| Bartonettes | 74382800 | USA | 7/12/1994 |
| Bartons Bonbonniere | 74382743 | USA | 11/28/1995 |
| Barton's | 72015441 | USA | 10/28/1958 |
| Bonbonniere | 75379820 | USA | 10/13/1998 |
| Haddington Farms Confections | 75645854 | USA | 6/13/2000 |
| Lollycones | 71682777 | USA | 4/24/1956 |
| Monster Bites | 78749046 | USA | 11/8/2005 |
| Swirls | 73580601 | USA | 1/31/1986 |
| Paws | 78929785 | USA | 7/20/06 |

(Schedule A to Trademark Security Agreement)

104877.01020/30299260v.2

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, **CHERRYDALE MANUFACTURING, L.L.C.**, a limited liability company ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 200__.

CHERRYDALE MANUFACTURING, L.L.C.

Witness: _____

By: _____
As Attorney-in-fact

(Exhibit I to Trademark Security Agreement)

104877.01020/30299260v.2

SCHEDULE A TO TRADEMARK ASSIGNMENT

| <u>TRADEMARKS</u> | <u>APPLICATION/ REGISTRATION NO.</u> | <u>COUNTRY</u> | <u>REGISTRATION DATE</u> |
|-------------------|--|----------------|------------------------------|
|-------------------|--|----------------|------------------------------|

(Schedule A to Trademark Security Agreement)

104877.01020/30299260v.2