

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blommer Chocolate Company		02/25/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M&I Marshall & Ilsley Bank		
Street Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	banking corporation: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2315627	BLOMMER	
Registration Number:	2375852	BLOMMER SIGNATURE LINE	
Registration Number:	3539498	POKIES	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414.277.5675		
Email:	msl@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	630027.00025		
NAME OF SUBMITTER:	Marta S. Levine		

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Signature:

/MartaLevine/

Date:

03/30/2009

Total Attachments: 6

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of February 25, 2009, by and from BLOMMER CHOCOLATE COMPANY (the "Assignor"), a Delaware corporation, whose principal address is 600 West Kinzie Street, Chicago, Illinois 60610, to and in favor of M&I MARSHALL & ILSLEY BANK, a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Second Amended and Restated Loan Agreement dated as of December 1, 2006 by and among Blommer Chocolate Company, a Delaware corporation, and Blommer Chocolate Company of California, LLC, a Delaware limited liability company (each a "Borrower" and collectively, the "Borrowers"), Assignee and the Lenders, as amended by a First Amendment to Second Amended and Restated Loan Agreement dated as of February 20, 2009 by and among the Borrowers, the Assignee and the Lenders, as further amended or amended and restated from time to time (the "Loan Agreement").

WHEREAS, Assignor and Assignee entered into an Second Amended and Restated Security Agreement dated December 1, 2006 (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Secured Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an

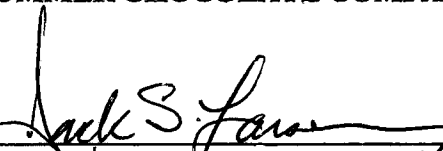
instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

BLOMMER CHOCOLATE COMPANY

By: 
Name: JACK S. LARSEN
Title: V.P.

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

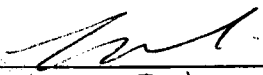
TRADEMARK
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STATE OF Illinois)
) SS.
Du page COUNTY)

Jack S. Larsen, known to me to be the
Vice President of **BLOMMER CHOCOLATE**
COMPANY, personally came before me this 25th day of February, 2009, and
executed or acknowledged to me that he executed the foregoing Confirmatory
Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on
behalf of **BLOMMER CHOCOLATE COMPANY** and pursuant to authority duly
received.

(SEAL)





Notary Public, State of Illinois
My Commission 4/1/2011

Notary Page to Confirmatory Assignment of Security Interest
in United States Copyrights

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CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

[see attached list]

Exhibit A
BLOMMER CHOCOLATE COMPANY.- U.S. TRADEMARKS

<u>OWNER</u>	<u>MARK</u>	<u>JURISDICTION</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Blommer Chocolate Company	BLOMMER	United States	2,315,627	02/08/2000
Blommer Chocolate Company	BLOMMER SIGNATURE LINE	United States	2,375,852	08/08/2000
Blommer Chocolate Company	POKIES	United States	3,539,498	12/02/2008