

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.111/19/2009
900148056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MORTGAGE		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Ferrara Pan Candy Co., Inc.		11/11/2009
			Entity Type
			CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank / <i>State Bank of Illinois</i>		
Street Address:	225 West Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank:		
Name:	Bank of America, N.A., as successor by merger to LaSalle Business Credit, Inc. / <i>US Bank</i>		
Street Address:	225 West Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 115			
Property Type	Number	Word Mark	
Registration Number:	1049161	ALEXANDER THE GRAPE	
Registration Number:	2120169	APPLEHEAD	
Registration Number:	2150924		
Registration Number:	1316009	ATOMIC FIRE BALL	
Registration Number:	3631230	ATOMIC FIREBALL	
Serial Number:	77519187	ATOMIC FIREBALL	
Registration Number:	0614947	ATOMIC FIRE BALL	
Registration Number:	2840060	ATOMIC FIRE BALL WITH THE RED HOT FLAVOR!	

CH \$2890.00 1049161

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

Registration Number:	2368697	ATOMIC FIREBALL
Registration Number:	2647972	ATOMIC FIREBALL
Registration Number:	2850711	ATOMIC FIREBALL
Registration Number:	2729515	ATOMIC SOUR BALL
Registration Number:	2830092	ATOMIC SOUR BALL
Serial Number:	77659054	BELBESTÉ
Registration Number:	3587067	BLACK FOREST
Registration Number:	1372867	BLACK FOREST
Registration Number:	3236593	BLACK FOREST
Registration Number:	3587066	BLACK FOREST
Registration Number:	3265143	BLACK FOREST SWIRLY GUMMY BEARS
Registration Number:	3259929	BLACK FOREST SWIRLY GUMMY BEARS
Registration Number:	3259930	BLACK FOREST SWIRLY GUMMY BEARS
Registration Number:	3646571	BLACK FOREST ...WHERE NATURE'S BEST COMES FROM!
Registration Number:	3635263	BLACK FOREST ...WHERE NATURE'S BEST COMES FROM!
Registration Number:	3635296	BLACK FOREST ...WHERE THE BEST GUMMIES COME FROM!
Registration Number:	3635264	BLACK FOREST ...WHERE THE BEST GUMMIES COME FROM!
Serial Number:	77628446	BOSTON BAKED BEANS
Serial Number:	77793308	BOSTON BAKED BEANS
Registration Number:	2184179	BUG CITY
Registration Number:	2032661	CHERRYHEAD
Registration Number:	2066989	
Serial Number:	77159750	CHERRYHEAD SOFTEEZ
Registration Number:	3635241	CHEWY ATOMIC FIREBALL
Registration Number:	3575595	CHEWY LEMONHEAD
Registration Number:	3635238	CHEWY LEMONHEAD & FRIENDS
Registration Number:	1992099	CHILD'S CHOICE
Registration Number:	3493600	CUDDLY BEARS
Registration Number:	1651203	FERCOLA
Registration Number:	0947326	FERRARA
Serial Number:	77716578	F 1908
Registration Number:	1030964	FERRARA PAN
Registration Number:	3702057	FERRARA PAN

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

Registration Number:	1931324	FERRARA PAN
Registration Number:	1602638	FERRARA PAN ATOMIC FIRE BALL
Registration Number:	2813195	FERRARA PAN ATOMIC SOUR BALL
Registration Number:	1597706	FERRARA PAN CHERRY CLAN
Registration Number:	1620213	FERRARA PAN FRUIT COCKTAIL
Registration Number:	1597705	FERRARA PAN JOHNNY APPLE TREATS
Registration Number:	1763119	FERRARA PAN LEMONHEAD
Registration Number:	2910311	FERRARA PAN MINI RED FISH
Serial Number:	77717195	FERRARA PREMIUM CHOCOLATE SELECTS
Registration Number:	1549387	FIREBALL
Serial Number:	77632915	FIREBALL SOFTEEZ
Registration Number:	0673614	FRUIT COCKTAIL
Serial Number:	77476380	FRUIT COCKTAIL
Registration Number:	2173118	FRUIT HEADLINE
Registration Number:	1811623	FRUIT PARADE
Serial Number:	77401237	FRUIT PARADE
Registration Number:	2243831	FUN BUGS
Registration Number:	2038033	GLO-WORMS
Registration Number:	2021248	GRAPEHEAD
Registration Number:	2069381	
Serial Number:	77811849	GROOS
Registration Number:	1386950	GUMMY BEARS
Registration Number:	1847430	GUMMY MELLOS
Registration Number:	2695757	GUMMY WOW WORMS
Registration Number:	2205938	JAWBUSTERS
Serial Number:	77519919	JAWBUSTERS
Registration Number:	2693490	JAW BUSTERS THE ORIGINAL JAW BREAKERS
Registration Number:	2707184	THE ORIGINAL JAW BREAKERS JAW BUSTERS
Registration Number:	2669335	JAW BUSTERS
Registration Number:	3610172	JUICY OOZERS
Serial Number:	77483834	JUICY OOZERS
Serial Number:	77408703	JUICY RED SPITTERS
Serial Number:	77538238	KNUCKLEHEAD
Registration Number:	0781824	LEMONHEAD
Serial Number:	77519285	LEMONHEAD

 TO:LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY:2 N. LASALLE STREET

Registration Number:	1790580	
Registration Number:	2205620	LEMONHEAD
Registration Number:	2727336	LEMONHEAD
Registration Number:	2205625	LEMONHEAD
Registration Number:	2669337	LEMONHEAD
Registration Number:	2205626	LEMONHEAD
Registration Number:	2740586	
Registration Number:	2729314	
Registration Number:	2734972	
Registration Number:	3505210	LEMONHEAD & FRIENDS
Registration Number:	3505211	LEMONHEAD & FRIENDS
Serial Number:	77159707	LEMONHEAD SOFTEEZ
Registration Number:	3254307	LOLLI DIPS
Registration Number:	2241877	MELONHEAD
Registration Number:	2872635	NARBLES
Serial Number:	77427262	OOZERS
Registration Number:	3544953	OOZERS
Registration Number:	2010727	ORANGEHEAD
Registration Number:	2066987	
Registration Number:	3382630	PARTYLAND GUMMY JUMBLE
Serial Number:	77399723	PEANUTHEAD
Serial Number:	77825749	PUNCHHEAD
Registration Number:	1168595	QUALITY FERFANCO CANDIES
Registration Number:	2711490	RED HOTS CINNAMON FLAVORED CANDIES
Registration Number:	2695916	RED HOTS
Registration Number:	2844678	RED HOTS
Registration Number:	2238836	RED HOTS
Serial Number:	77770083	RED HOTS
Registration Number:	2702706	RED HOTS
Serial Number:	77519876	RED HOTS
Registration Number:	2669336	RED HOTS
Serial Number:	77785497	SOURHEAD
Serial Number:	77785506	SOURHEADS
Registration Number:	2238070	STRAWBERRYHEAD
Registration Number:	3265135	SWIRLY GUMMY BEARS

TO:LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY:2 N. LASALLE STREET

Serial Number:	77692544	TROPICAL CHEWY LEMONHEAD & FRIENDS
Registration Number:	3635251	...WHERE NATURE'S BEST COMES FROM!
Registration Number:	3635253	...WHERE THE BEST GUMMIES COME FROM!
Serial Number:	77477618	YOGUMMIES

CORRESPONDENCE DATA

Fax Number: (312)346-8434
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3124767534
 Email: lturczak@lplegal.com
 Correspondent Name: Laura Turczak, Levenfeld Pearlstein, LLC
 Address Line 1: 2 N. LaSalle Street
 Address Line 2: Suite 1300
 Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	10513-80909
NAME OF SUBMITTER:	Laura J. Turczak
Signature:	/Laura J. Turczak/
Date:	11/19/2009

Total Attachments: 25

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TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

FOR RECORDER'S USE ONLY

PREPARED BY AND WHEN
RECORDED MAIL TO:

Pamela J. Sandborg, Esq.
Levenfeld Pearlstein, LLC
400 Skokie Boulevard
Suite 700
Northbrook, Illinois 60062

SECOND AMENDED AND RESTATED
PATENT, TRADEMARK AND LICENSE MORTGAGE -
FERRARA PAN CANDY CO., INC.

THIS SECOND AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of November 11, 2009, by FERRARA PAN CANDY CO., INC., with offices at 7301 West Harrison Street, Forest Park, Illinois 60130 ("Mortgagor"), in favor of COLE TAYLOR BANK, as Administrative Agent for COLE TAYLOR BANK ("CTB"), BANK OF AMERICA, N.A., as successor by merger to LASALLE BUSINESS CREDIT, INC. ("Bank of America") and any other person or entity which may at any time or from time to time in the future become a "Lender" pursuant to the Loan Agreement (defined below) (CTB, Bank of America and each such other person and entity shall be herein referred to individually as a "Lender" and collectively as the "Lenders") with offices at 225 West Washington Street, Chicago, Illinois 60606 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor, Ferrara Candy Co. Ltd. ("Ferrara Canada"), Bellwood Building, LLC ("Bellwood") (Mortgagor, Ferrara Canada and Bellwood are sometimes hereinafter individually referred to as a "Borrower" and collectively as "Borrowers"), Lenders and Mortgagee are parties to a certain Fourth Consolidated, Amended and Restated Loan and Security Agreement dated as of the date of this Mortgage (said loan and security agreement, as may be amended, modified and/or restated from time to time shall hereinafter be referred to as the "Loan Agreement"), which Loan Agreement provides: (i) for Lenders to extend credit to or for the account of Borrowers; and (ii) for the grant by Mortgagor to Mortgagee, on behalf and for the pro-rata benefit of Lenders, of a security interest in all of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications, goodwill and licenses;

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, Mortgagor agrees as follows:

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1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Liabilities" (as defined in the Loan Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, on behalf and for the pro-rata benefit of Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and upon the occurrence of an "Event of Default" (as defined in the Loan Agreement), all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");
- (ii) trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions, thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof, together with the items described in clauses (a) - (d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks");
- (iii) to the extent assignable, all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application

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or registration thereof or any other trade name between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Mortgagor's rights thereunder are hereinafter referred to collectively as the "Licenses"); and

- (iv) the goodwill of Mortgagor's business connected with, and symbolized by, the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

- (i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part, and are presently subsisting;
- (ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;
- (iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including, without limitation, licenses, shop rights and covenants by Mortgagor not to sue third persons;
- (iv) Except for Trademarks in pending intent-to-use trademark applications and except as otherwise disclosed to Mortgagee by Mortgagor, Mortgagor has not abandoned any of the Trademarks which are registered;
- (v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and
- (vi) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms and has entered or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Liabilities shall have been satisfied in full, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage; provided, however, that nothing in this Section 4 shall be deemed to limit Mortgagor's ability

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to grant or obtain rights under license agreements pertaining to the Patents, Trademarks or Licenses entered into by Mortgagor after the date hereof in the ordinary course of Mortgagor's business, which license agreements and Mortgagor's rights thereunder shall constitute Licenses and be subject to the terms of this Mortgage. Mortgagor and Mortgagee mutually acknowledge that Mortgagor may wish to license the use of some or all of the Patents in foreign countries. Mortgagee hereby consents to such licenses in foreign countries done in the ordinary course of business.

5. New Patents, Trademarks and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents and Trademarks listed on Exhibits A and B, respectively, constitute all of the Patents and Trademarks now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor shall provide Mortgagee with updated lists of all Patents and Trademarks from time to time, including, but not limited to, annually on or before each anniversary of the date of this Agreement. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A and B, as applicable, to include any such Patents and Trademarks.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of: (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, or (ii) the Liabilities have been paid in full. Upon the occurrence of an Event of Default (as defined in the Loan Agreement), Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Liabilities, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or an agent appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold, leased or licensed by Mortgagor under the Trademarks.

8. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of the Liabilities, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to revest in Mortgagor full title to the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreement.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and costs, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate prescribed in the Loan Agreement.

10. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently in accordance with its customary business practices any patent, trademark or service mark applications pending as of the date hereof or thereafter until the Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable and consistent with the corporation's prior practices and (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses in accordance with its customary business practices. Any expenses incurred in connection with Mortgagor's obligations under this Section 10 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

11. Mortgagee's Right to Sue. Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

14. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and have been terminated. Mortgagor acknowledges and agrees that this Mortgage

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Licenses may be located.

16. Binding Effect: Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns and Lenders, their successors, nominees and assigns.

17. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

20. Counterparts. This Mortgage may be executed in any number of counterparts, each of which counterparts, once they are executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same mortgage.

21. Amendment and Restatement. This Mortgage amends and restates that certain Assignment of Patent, Trademark and License Mortgage and Amended and Restated Patent Trademark and License Mortgage dated as of December 19, 2002, given by Mortgagor to Mortgagee.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage in favor of Mortgagee as of the date first written above.

MORTGAGOR:

FERRARA PAN CANDY CO., INC.

By: [Signature]

Title: PLG

By: [Signature]

Title: Treasurer

By: [Signature]

Title: SVP

MORTGAGEE:

COLE TAYLOR BANK, as Administrative Agent for the Lenders

By: [Signature]

Title: SVP

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

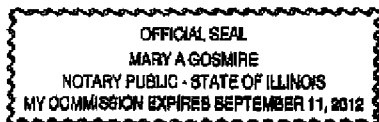
I, Mary A. Gosmire, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Salvatore Ferrara II, President, James S. Buffardi, Secretary/Treasurer and Thomas A. Pagano, Vice President of Ferrara Pan Candy Co., Inc., personally is known to me to be the same person whose name is subscribed to the foregoing instrument as such President, Secretary/Treasurer and Vice President, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such person's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of November, 2009.

Mary A. Gosmire
NOTARY PUBLIC

My Commission Expires:

September 11, 2012
[SEAL]



TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

MORTGAGEE:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY, that _____, _____ of Cole Taylor Bank personally is
known to me to be the same person whose name is subscribed to the foregoing instrument as such
_____, appeared before me this day in person and acknowledged that such person signed
and delivered the said instrument as such person's own free and voluntary act and as the free and
voluntary act of said Administrative Agent, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of November, 2009.

Conne Krueger
NOTARY PUBLIC

My Commission Expires:



TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

EXHIBIT A TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Patents

Patent number and date, name of inventor and title of invention as stated in Patent or Patent Application:

Application No.
2008009582

Serial No.
11552381

Name of Invention
Lollypop Kit

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

EXHIBIT B TO PATENT, TRADEMARK AND LICENSE MORTGAGE

Trademarks, Trade Names and Services Marks

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	Unit	Year	
1	1/1/2009	R	2/21/097	9/20/1894	R	12/8/1987	2,186,189	12/21/093	4/14/2004	1/8/2004	4/14/2008	2/15/2007	2/15/2007	12/8/2017										
2	2/21/1897	R	5/12/1997	R	4/14/1988	2,150,824	4/14/2004	1/8/2004	4/14/2008	2/15/2007	2/15/2007	12/8/2017												
3	7/22/1864	R	4/18/1894	R	1/22/1985	1,316,008	1/22/1981	6/4/1990	1/22/2005	8/20/2004	1/22/2015													
4	9/31/1988	R	11/20/2008	R	6/22/2018	3,891,280	6/22/2015		6/22/2019															
5	7/22/1964	R	12/20/1864	R	10/26/1855	614,947	10/26/1861	3/16/1961	6/11/2014	6/9/1976														
6	4/30/2002	R	8/22/2002	R	6/11/2004	2,840,860	6/11/2010		6/11/2014															
7	5/24/1898	R	8/21/1898	R	7/19/2000	2,388,897	7/19/2006	11/18/2005	7/19/2010															
8	8/31/1898	R	5/9/2000	R	11/12/2002	2,647,872	11/12/2008	10/6/2009	11/12/2012															
9	12/15/2001	R	6/24/2002	R	6/8/2004	2,450,711	6/8/2010		6/8/2014															
10	8/25/2008	R	9/22/2008	R	3/10/2009	3,487,087	3/10/2015		3/10/2019															
11	6/23/1893	R	6/17/1994	R	11/26/1985	1,372,867	11/26/2001	6/3/1991	11/26/2005	1/21/2006	11/26/2013													
12	12/16/2001	R	3/7/2008	R	6/12/2007	3,226,483	6/12/2013		6/12/2017															
13	8/25/2008	R	8/19/2008	R	3/10/2009	3,587,056	3/10/2015		3/10/2019															
14	6/19/2009	R	5/12/2008	R	7/17/2007	3,295,143	7/17/2013		7/17/2017															

NOTE: Inactive Unit may have been sold to user/owner.

FEBRUARY - UNITED STATES - Treatment Code: 11872000

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	Leafy Green	11/17/2008														
2																
3																
4		Seeds	Date of Birth Trade Commerce	Planting Date Of Registration Application	Expiration Of Registration Application	Registration Date		Due Date Of Section 8.15 Articles	Plant Date Of Section 8.15 Articles	Due Date Of Renewal Application	Planting Date Of Renewal Application	Due Date Of Second Renewal Application	Planting Date Of Second Renewal Application	Due Date Of Third Renewal Application	Planting Date Of Third Renewal Application	Due Date Of Fourth Renewal Application
5		R		8/12/2008	R	7/10/2007		7/10/2013		7/10/2017						
6		R		1/18/2007	R	7/10/2007		7/10/2013		7/10/2017						
7		R		8/25/2008	R	6/30/2008		9/30/2015		6/30/2019						
8		R		8/25/2008	R	6/30/2009		6/30/2015		6/30/2019						
9		R		7/31/2008	R	6/9/2009		6/9/2015		6/9/2019						
10		R		12/1/2008	R	6/9/2009		6/9/2015		6/9/2019						
11		R		11/17/2008	R	6/9/2009		6/9/2015		6/9/2019						
12		R		7/30/2009	R											
13		R		12/8/2008	R											
14	Bug City	R		4/31/1993	R	6/25/1998		8/25/2004		8/25/2008						
15	Cherryhead	R		3/29/1996	R	1/21/1997		1/21/2003		3/10/2006						
16	Cherryhead Deekin	R		3/28/1986	R	6/31/1987		6/31/2003		6/31/2007						
17	Cherryhead Solazar	R			R											
18	Cherry Atlantic Freshall	R		9/30/2007	R	6/9/2008		6/9/2015		6/9/2019						
19	Cherry Lemonland	R		9/30/2007	R	2/17/2009		2/17/2015		2/17/2019						

NOTE: Inactive has not been entered in the warehouse.

Page 2

PERABA, UNITED STATES - Trademark Class - 15472000

USPTO

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	1/17/2009															
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100																

NOTE: Marked files are in the public domain.

Page 3

FERRARA, UNITED STATES - Trademark Class 1-11/7/2008

TO:LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY:2 N. LASALLE STREET

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	Last Update	11/17/2009														
2																
3																
4																
5																
6																
7																
8	Finalball Software			12/15/2008												
9	Frutl Cocktail	R	07/21/1989	1/3/01/1989	R	2/9/1989	673,614	2/9/1989	3/11/1984	0/21/1979	1/02/1978	2/21/1989	2/21/2008	5/18/2009	2/23/2019	
10	Frutl Cocktail (Cl. 29)			6/19/2008												
11	Frutl Cocktail	R	02/01/1986	0/18/1987	R	7/1/4/1986	2,179,118	7/1/4/1986	7/14/2008	7/14/2008	6/12/2008	7/14/2008				
12	Frutl Cocktail (Cl. 29)			6/30/1992												
13	Frutl Persele (Cl. 30)			2/20/2008												
14	Fun Bugs	R	01/21/1997	10/27/1997	R	5/4/1989	2,249,831	5/4/2005	12/8/2004	5/4/2009	6/21/2008	5/4/2018				
15	Fun Bugs	R	7/10/1995	12/18/1994	R	2/4/1997	2,096,039	2/4/2003	5/14/2002	2/4/2007	3/10/2008	2/4/2017				
16	Fun Bugs	R	3/29/1986	02/01/1984	R	12/31/1989	2,021,248	12/31/2002	5/14/2002	12/13/2008	3/10/2008	12/9/2016				
17	Frutl Persele (Cl. 29)			2/20/2008												
18	Graphhead Design	R	3/28/1986	5/13/1998	R	5/10/1997	2,068,381	6/10/2008	7/18/2002	8/10/2007	2/15/2007	8/10/2017				
19	Ginos			4/11/1995	02/29/2009											
20	Gunny Bears & Design	R	01/23/1983	0/18/1984	R	3/18/1986	1,389,550	3/18/1992	1/19/1992	3/18/2005	11/23/2005	3/18/2016				
21	Gunny Bears & Design	R	4/30/1983	0/21/1982	R	7/26/1994	1,847,490	7/26/2008	6/19/2000	7/26/2004	4/16/2004	7/26/2014				
22	Gunny Wee Worms	R	1/1/1986	1/19/2001	R	3/11/2003	2,696,767	3/11/2008	12/8/2006	3/11/2013	02/2/2008	11/24/2013				
23	Gunny Wee Worms	R	6/21/1988	1/15/1995	R	11/24/1998	2,206,938	11/24/2004	7/22/2004	11/24/2008	02/2/2008	11/24/2013				
24	Jawblazers (Cl. 3)															
25	Jawblazers (Cl. 3)	R	4/1/2000	4/23/2002	R	3/4/2003	2,836,490	3/4/2009	6/9/2008	3/4/2013						
26	Jawblazers (Cl. 3)	R	12/15/2001	4/23/2002	R	4/15/2003	2,707,184	4/15/2009	8/7/2008	4/15/2013						

NOTE: Applicant Name may be abbreviated in this document.

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	Levin, Stephen	4/14/2009														
2																
3																
4																
5																
6	Judy Butler (Cl. 26)	R	12/18/2001	3/14/2002	R	12/9/2002	2,889,336	4/21/2003	8/7/2008	12/8/2002						
7	Judy Ostrom (Cl. 30)	R	5/31/2008	5/27/2008	R	4/21/2008	3,810,172	4/21/2015		4/21/2019						
8	Judy Ostrom (Cl. 29)			5/27/2008												
9	Judy Red Spinks			2/28/2008												
10	Kouckelhead (Cl. 30)			8/4/2008												
11	Leinonhead	R	3/18/1983	4/16/1983	R	12/15/1984	781,824	12/15/1970	1/23/1970							
12	Leinonhead (Cl. 3)			7/10/2008												
13	Leinonhead (Cl. 21 - Water Beams)	R	3/18/1983	3/7/1993	R	8/31/1993	1,780,880	8/31/1989		8/31/2003						
14	Leinonhead (Cl. 21 - Water Beams)	R	12/21/1995	10/8/1997	R	1/24/1998	2,205,520	1/24/2004	7/18/2004	1/24/2003	10/8/2008					
15	Leinonhead (Cl. 28 - Box & Shirts)	R	4/30/2002	8/22/2002	R	8/17/2005	2,777,336	8/17/2009	4/17/2009	8/17/2013						
16	Leinonhead (Cl. 28 - Caps)	R	12/31/1984	10/10/1987	R	1/24/1988	2,205,520	1/24/2004	8/24/2004	1/24/2008	10/8/2008					
17	Leinonhead (Cl. 25 - Polo Shirts, Fleeces, Etc.)	R	12/31/1986	8/23/2002	R	1/24/1988	2,889,337	1/24/2004	10/7/2009	12/31/2012						
18	Leinonhead (Cl. 25 - T-Shirts)	R	12/31/1986	8/23/2002	R	7/22/2003	2,740,885	7/22/2009	10/27/2008	7/22/2015						
19	Leinonhead (Cl. 25 - T-Shirts)	R	4/30/2002	8/23/2002	R	8/24/2003	2,729,314	8/24/2009	4/17/2008	8/24/2013						
20	Leinonhead (Cl. 25 - Polo Shirts, Fleeces, Etc.)	R	12/31/2001	8/23/2002	R	7/8/2003	2,724,972	7/8/2009	10/7/2008	7/8/2013						
21	Leinonhead & Friends (Cl. 29)	R	10/31/2007	4/4/2008	R	8/23/2008	3,305,210	8/23/2014		8/23/2018						
22	Leinonhead & Friends (Cl. 30)	R	10/31/2007	4/4/2008	R	8/23/2008	3,408,211	8/23/2014		8/23/2018						

NOTE: Items that may have been deleted or reworked.

REGISTRATION - UNITED STATES - Trademark Dept. - 1/11/2009

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

REMARKS - UNITED STATES - Trademark Class - 11782009

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Label	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P			
		Reg. No.	Int'l. Class	App. No.	Reg. No.	Int'l. Class	App. No.	Reg. No.	Int'l. Class	App. No.	Reg. No.	Int'l. Class	App. No.	Reg. No.	Int'l. Class	App. No.			
1	Leif Turzak		11782009																
2																			
3																			
4																			
5																			
6	Leif Turzak Softwear			4/18/2007															
7	Leif Turzak				6/6/2006	1/20/2006			R	8/18/2007	3,254,307	8/18/2013	8/18/2017						
8	Leif Turzak				4/8/1988	9/20/1994			R	4/27/1989	2,241,577	4/27/2005	4/27/2009	8/10/2009					
9	Leif Turzak				5/19/2003	9/9/2002			R	8/10/2004	2,872,635	8/10/2010	8/10/2014						
10	Leif Turzak								R	12/9/2008	3,544,853	12/9/2015	12/9/2018						
11	Leif Turzak				3/29/2008	6/3/2008			R	10/22/1996	2,010,727	10/22/2002	10/22/2006	11/18/2005	10/22/2018				
12	Leif Turzak				3/29/1996	5/13/1998			R	6/3/1997	2,098,987	6/3/2003	7/19/2002	9/9/2007	2/16/2007	6/5/2017			
13	Leif Turzak				3/31/2007	2/23/2007			R	2/12/2008	3,382,810	2/12/2014	2/12/2018						
14	Leif Turzak																		
15	Leif Turzak				4/8/1998	9/14/2003													
16	Leif Turzak					1/18/1980			R	9/8/1981	1,188,596	9/8/1987	9/8/2008	9/8/2011					
17	Leif Turzak				12/15/2001	8/30/2002			R	4/29/2003	2,714,491	4/29/2008	11/10/2008	4/29/2013					
18	Leif Turzak				1/1/1991	5/30/2002			R	3/1/2003	2,686,818	3/1/2009	3/1/2013						
19	Leif Turzak				4/30/2002	8/27/2002			R	5/26/2004	2,844,678	5/26/2010	5/26/2014						
20	Leif Turzak				1/11/2003	3/9/1988			R	4/13/1999	2,238,636	4/13/2006	8/28/2004	4/13/2009	11/10/2008	4/13/2019			

NOTE: Includes fees not shown on this view.

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

REGULAR - UNITED STATES - International Chart - 1/17/2009

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	Trade Name	11/17/2009													
2															
3															
4		Stipend	Date of First Use in Commerce	Filing Date Of Registration Application	Duration Of Registration Application	Registration Date		Due Date Of Section 8 & 15 Anniversary	Filing Date Of Section 15 Application	Due Date Of Renewal Application	Filing Date Of Renewal Application	Due Date Of Second Renewal Application	Filing Date Of Second Renewal Application	Due Date Of Third Renewal Application	Filing Date Of Third Renewal Application
5	1) Red Hots (Cl. 3)														
6	1) Red Hots (Cl. 23)	R	12/15/2001	3/14/2002	R	12/31/2002	2,688,339	12/31/2008	11/7/2008	12/31/2012					
7	1) Southhead			7/31/2009											
8	1) Southhead			7/21/2008											
9	1) Southhead	R	4/24/1998	9/20/1994	R	4/13/1999	2,229,070	4/13/2005	8/20/2004	4/13/2008	8/10/2009				
10	1) Southhead														
11	1) Southhead	R	8/18/2008	8/12/2008	R	7/17/2007	3,285,195	7/17/2013		7/17/2017					
12	1) Southhead														
13	1) Southhead														
14	1) Southhead	R	8/25/2008	1/14/2008	R	6/9/2009	3,838,251	6/9/2015		6/9/2019					
15	1) Southhead														
16	1) Southhead	R	7/31/2008	1/14/2008	R	6/9/2009	3,838,258	6/9/2015		6/9/2019					
17	1) Southhead														
18	1) Southhead														
19	1) Southhead														
20	1) Southhead														
21	1) Southhead														
22	1) Southhead														
23	1) Southhead														
24	1) Southhead														

NOTE: Trademark that may have been used in violation of law

Page 3

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

FOREIGN TRADEMARKS CHART

MARK	Class	Int'l Class	Priority Date	Registration Date	Expiry Date	Office of Origin	Registration No.	Priority No.	Office of Origin	Registration No.	Priority No.	Office of Origin	Registration No.	Priority No.	Office of Origin	Registration No.
CHILE																
CHINA			5/17/1993			R	1262/1993	455,704		1262/2003		R	11/6/2005		11/14/2014	
COMMUNITY TRADEMARK																
African Prototype	R		7/9/2004			R	2682/04	325,343		3/29/2014						
African Prototype	R		4/12/2006			R	3462/07	377,194		4/26/2016						
African Prototype	R		10/21/1995			R	1062/1995	812,141		4/6/2005						
Arabic Prototype	R		4/1/1996			R	41/1996	803,064		4/1/2006					4/1/2016	
DENMARK																
Denmark	R		1/19/1991			R	161/1991	666,619		3/9/2003		R	10/1/2013			
DOMINICAN REPUBLIC																
Denmark	R		4/6/2006			R	261/2006	211,116		4/6/2016						
Denmark	R		10/1/1996			R	653/1996	57,991		1/15/2011						
FRANCE																
France	R		10/1/1991			R	201/1991	291,974		12/1/2008		R	1/31/2012		1/29/2013	
GERMANY																
African Prototype	R		9/9/1999			R	1013/1999	1,141,151		9/9/2009		R	9/9/2009		9/9/2019	
Asia Prototype	R		10/1/1994			R	726/1994	38,653,589		12/1/2006		R	12/1/2016			
Asia Prototype	R		10/1/1994			R	1095/1994	38,648,536		3/30/2009		R	4/3/2019			
Asia Prototype	R		1/23/1994			R	91/2019	39,416,484		12/1/2004		R	1/29/2014			
Asia Prototype	R		1/28/1992			R	1041/1992	1,149,393		1/14/1999		R	1/12/2009		1/12/2009	
INDONESIA																
Indonesia	R		12/1/1991			R	114/1991	315,108		7/27/2002		R	7/27/2013			
ISRAEL																
Israel	R		5/12/2001			R	346/2001	137,319		5/12/2011		R	5/12/2011		5/12/2011	
ITALY																
Italy	R		5/27/2004			R	2062/2004	1,144,634		1/10/1998		R	1/10/1998		1/10/2003	
Italy	R		10/1/1998			R	1261/1998	101,544		1/10/1998		R	1/10/1998		1/10/2003	

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

FOREIGN TRADEMARKS CHECK

Serial Number	Class	Date Of First Use	Filing Date Of Registration Application	Disposition Of Application	Rejection Date	Ex parte Rejection Withdrawal Date	Due Date Of Renewal Application	Renewal Application Date	Due Date Of Renewal Application	Filing Date Of Renewal Application	Due Date Of Third Renewal
20110101	35		12/29/01	X	5/21/92	2/7/01	5/22/02	4/12/02	5/22/02		

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

PODRIKICH TRADEMARKS CHART

MARK	State	Date Of First Use	Filing Date Of Registration Application	Disposition Of Application	Foreign Registration Date	Foreign Registration Number	Due Date Of Renewal Application	Filing Date of Renewal Application	Due Date Of Second Renewal Application	Due Date Of Third Renewal
SPAIN										
Almilla	R		11/7/1989	R	2/21/1991	128340	11/21/1999	11/7/1992	11/27/2008	
Almilla	R		6/29/2004	R	11/14/2004	286437	6/21/2014	6/29/2004	6/29/2011	
Almilla	R		6/29/2004	R	11/14/2004	286441	6/21/2014	6/29/2004	6/29/2011	
Almilla	R		2/21/1991	R	4/21/1994	174573	2/27/2003	2/21/1992	2/21/1999	
Almilla	R		12/18/2003	R	11/21/02	157140	12/18/02	12/18/02	12/18/09	
TAIWAN										
Almilla	R		7/26/2001	R	6/8/2004	180152	6/11/2012	7/26/2001	7/26/2001	
Almilla	R		9/12/2001	R	7/16/2001	310173	7/12/2011	9/12/2001	9/12/2001	
Almilla	R		11/21/1989	R	11/29/08	325761	12/21/2017	6/15/2004	6/15/2017	
Almilla	R		6/15/2004	R	6/15/01	132707	12/15/01	6/15/2004	6/15/2017	
Almilla	R		6/15/2004	R	7/16/08	381916	7/16/2011	6/15/2004	6/15/2017	
Almilla	R		9/12/2001	R	7/16/08	151375	7/12/2011	9/12/2001	9/12/2001	
UNITED KINGDOM										
Almilla	R		7/26/1984	R	7/26/1984	153313	7/26/2001	7/26/1984	7/26/2001	
Almilla	R		9/12/2001	R	9/12/2001	384130	9/12/2014	9/12/2001	9/12/2014	
Almilla	R		8/11/2003	R	8/11/2003	444129	8/11/2013	8/11/2003	8/11/2013	
Almilla	R		8/11/2003	R	8/11/2003	444135	8/11/2013	8/11/2003	8/11/2013	
Almilla	R		8/11/2003	R	9/10/1994	211645	9/10/2002	8/11/2003	8/11/2011	
Almilla	R		8/11/2003	R	8/11/2003	157153	8/11/2001	8/11/2003	8/11/2011	
Almilla	R		4/21/1995	R	3/26/07	341910	3/10/2017	4/21/1995	4/21/2001	
Almilla	R		4/21/1995	R	3/26/07	341917	3/10/2017	4/21/1995	4/21/2001	
Almilla	R		9/12/2001	R	9/12/02	111858	9/12/2017	9/12/2001	9/12/2001	
Almilla	R		9/12/2001	R	9/12/07	382017	9/12/2017	9/12/2001	9/12/2001	
Almilla	R		9/12/2001	R	2/21/1991	134532	2/21/2001	9/12/2001	9/12/2001	
Almilla	R		9/12/2001	R	2/21/1991	134539	2/21/2001	9/12/2001	9/12/2001	
Almilla	R		9/12/2001	R	2/21/1991	134539	2/21/2001	9/12/2001	9/12/2001	
VIETNAM										
Almilla	R		4/29/11	R	7/10/1995	117795	7/10/2005	4/29/2011	4/29/2011	
Almilla	R		4/29/11	R	10/11/91	552	4/29/11	4/29/2011	4/29/2011	
Almilla	R		4/29/11	R	3/20/1992	329	4/29/2011	4/29/2011	4/29/2011	
Almilla	R		4/29/11	R	4/29/11	499	4/29/2011	4/29/2011	4/29/2011	
Almilla	R		4/29/11	R	10/21/91	3127	4/29/2011	4/29/2011	4/29/2011	
Almilla	R		4/29/11	R	10/21/91	3127	4/29/2011	4/29/2011	4/29/2011	
Almilla	R		4/29/11	R	10/21/91	3127	4/29/2011	4/29/2011	4/29/2011	
Almilla	R		4/29/11	R	10/21/91	3127	4/29/2011	4/29/2011	4/29/2011	

TO: LAURA TURCZAK, LEVENFELD PEARLSTEIN, LLC COMPANY: 2 N. LASALLE STREET

FERRARA
INTERNATIONAL
REGISTRATIONS

	A	B	C	D	E	F	G	H	I
1	Last Update: 11-2-09								
2	*Designation approved unless otherwise indicated								
3	MARK	Status of International Application	Designated Countries	Status of Designation*	International Registration Date	International Registration Number	Due Date of Renewal of Application	Filing Date of Renewal Application	Due Date of Second Renewal
4		R	Bahrain, Oman	Pending, Bahrain & Oman	7/31/2009	1010393	7/31/2019	7/27/2016	
5	Atomic Fire Ball	R	Bahrain, China, Oman, Austria, Finland, Czech Republic, France, Hungary, Italy, Portugal, Spain, Switzerland, Denmark, Finland, Iceland, Norway, Sweden, UK	Pending, Bahrain & Oman	3/27/2006	885123	3/27/2016		
7	Black Forest (Germany)	R	UK		8/18/1999	718802	8/18/2009	8/12/2008	8/18/2019
8	Black Forest & Design (Germany)	R	UK		9/16/1999	720519	9/16/2009	7/27/2008	9/16/2019
9	Black Forest & Design (US)	R	China, Japan	Referred China	3/27/2006	883990	3/27/2015		
10	Cherry Lemonhead	Filed	Bahrain, Oman	Pending, Bahrain & Oman					
11	Cherry Lemonhead & Friends	Filed	Bahrain, Oman	Pending, Bahrain & Oman					
12	Ferrara Pan	R	Bahrain, Oman	Pending, Bahrain & Oman	7/31/2009	1010394	7/31/2019		
13									
14									
15	Lemonhead	R	Bahrain, China, Oman	Pending, Bahrain & Oman	3/16/2006	894472	3/16/2016		
16									
17	Rail HHS	R	Bahrain, China, Oman	Pending, Bahrain & Oman	3/23/2005	887762	3/23/2015		
18	Tropical Cherry Lemonhead & Friends	Filed	Bahrain, Oman	Pending, Bahrain & Oman					
20									
21									
22									
23									
24									
25									

Date
and
6/20/17

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Argentina Trademark Registrations

	A	B	C	D	E	F	G	H	I
	Last Update: 12/22/08		Date of First Use In Argentina	Filing Date of Registration Application	Disposition of Registration Application	Registration Date In Argentina	Registration Number In Argentina	Due Date of Renewal Application	Filing Date of Renewal Application
1									
2									
3	MARK	Status							
4	Alonzo Pine Ball	R		11/22/2007	R	11/12/2008	2,257,748	11/12/2018	
5	Black Forest/Words	R		11/22/2007	R	11/12/2008	2,257,610	11/12/2018	
6	Black Forest/Device	R		11/22/2007	R	11/12/2008	2,257,611	11/12/2018	
7	Black Forest/Device	R		11/22/2007	R	11/12/2008	2,257,639	11/12/2018	
8	Perrin Pan	R		11/22/2007	R	11/12/2008	2,257,612	11/12/2018	
9	Lamonthead	R							