


Docket No: 13759-002001

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Commissioner for Trademarks: Please record the attached copies of an original document.		
1. Name of conveying party(ies): William M. Windsor d/b/a Hotties Donuts  <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____  Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Hotties LLC 400 West State Road 436 Altamonte Springs, Florida 32714-4136  <input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____  If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:  Execution Date: <b>March 25, 2003</b>	4. Application number(s) or trademark number(s): A. Trademark Application No(s): 78/098,690      78/094,611 78/094,571      78/094,615 78/094,570      78/094,612 78/094,561      78/094,616 78/094,560      78/094,618 78/094,558      78/094,614  B: Trademark No(s):  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed:  Debra Serota Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804	6. Total number of applications and registrations involved: <b>12</b>  7. Total fee (37 CFR §3.41): <b>\$315.00</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.  8. Deposit Account No.: <b>06-1050</b> Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i>		
Debra Serota Name of Person Signing	 Signature	10/23/03 Date
Total number of pages including cover sheet, attachments, and document: <b>7</b>		

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CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

10/23/03  
Date of Transmission
  
Signature
Jean Sciarra  
Typed or Printed Name of Person Signing Certificate

**TRADEMARK**

**700049413**

**REEL: 002735 FRAME: 0710**

**TRADEMARK QUITCLAIM AGREEMENT  
AND CONFIRMATORY ASSIGNMENT**

THIS TRADEMARK QUITCLAIM AGREEMENT AND CONFIRMATORY ASSIGNMENT, made this 10 day of October 2003 (the "Effective Date"), by and between William M. Windsor d/b/a Hotties Donuts, an individual residing at 7675 Ball Mill Road, Atlanta, Georgia 30350 (the "ASSIGNOR"), and Hotties LLC, a limited liability company organized and existing under the laws of the State of Delaware, having its principal place of business at 400 West State Road 436, Altamonte Springs, Florida 32714-4136 (the "ASSIGNEE"),

**WITNESSETH THAT:**

**(A) WHEREAS ASSIGNOR** adopted and intended to use the trademarks identified on the attached Schedule A (the "Hotties Trademarks") in commerce in connection with the ongoing and existing business of Hotties LLC (the "Hotties Business") and filed corresponding U.S. Trademark Applications on the basis of that intention, but has not yet filed allegations of use under §1(c) or 1(d) of the U.S. Trademark Act;

**(B) WHEREAS ASSIGNEE** is desirous of acquiring, and of confirming acquisition of, all right, title and interest in and to the Hotties Trademarks, including the corresponding U.S. Trademark Applications, the particulars of which appear on Schedule A, as a successor to ASSIGNOR's interest in and to a portion of the ongoing and existing Hotties Business;

**(C) WHEREAS ASSIGNOR**, by virtue of a Purchase Agreement dated March 25, 2003 and executed between the parties (the "Purchase Agreement"), assigned unto ASSIGNEE, all right, title and interest in and to the Hotties Trademarks, including the corresponding U.S. Trademark Applications to register the Hotties Trademarks, together with that part of the goodwill of the Hotties Business connected with the use of and symbolized by the Hotties Trademarks, as well as ASSIGNOR's partial interest in and to the ongoing and existing Hotties Business to which the Hotties Trademarks pertain;

**(D) WHEREAS ASSIGNOR AND ASSIGNEE** are desirous of confirming the assignments made by ASSIGNOR to ASSIGNEE under the Purchase Agreement, and are desirous further of assigning any and all other rights pertaining to the Hotties Trademarks that may be owned by ASSIGNOR and have not heretofore been assigned, including any corresponding U.S. Trademark Applications to register the Hotties Trademarks, together with that part of the goodwill of the Hotties Business connected with the use of and symbolized by the Hotties Trademarks, all in connection with sale to ASSIGNEE of ASSIGNOR's partial interest in the ongoing and existing Hotties Business to which the Hotties Trademarks pertain;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto have agree as follows:

1. ASSIGNOR, in connection with the sale to ASSIGNEE of ASSIGNOR's partial interest in the ongoing and existing Hotties Business, to which the Hotties Trademarks pertain, hereby quitclaims, sells, assigns and transfers, and/or confirms quitclaim, sale, assignment and

transfer of, to ASSIGNEE, all right, title and interest in and to the Hotties Trademarks, including the corresponding U.S. Trademark Applications to register the Hotties Trademarks, together with that part of the good will of the Hotties Business connected with the use of and symbolized by the Hotties Trademarks.

2. ASSIGNOR shall do all acts and execute all documents that may be reasonably required by ASSIGNEE in order to effect the assignment of the Hotties Trademarks.

**ASSIGNOR**  
**WILLIAM M. WINDSOR d/b/a HOTTIES**  
**DONUTS**

By William M. Windsor  
Name:  
Title:  
Date:

**ASSIGNEE**  
**HOTTIES LLC**

By Richard Ungaro  
Name: RICHARD UNGARO  
Title:  
Date: 10-10-03

FLDL 4526-740-47-374-0

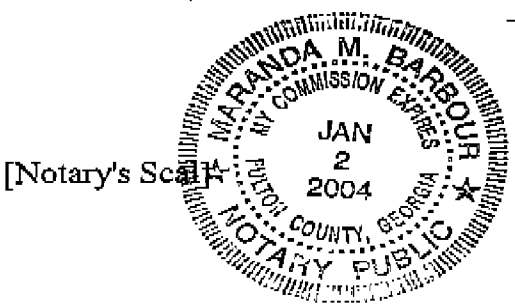
NOTARIAL ACKNOWLEDGMENTS

ASSIGNOR

STATE OF Georgia )  
COUNTY OF DeKalb ) ss

On this 30<sup>th</sup> day of September, 2003, before me personally appeared the  
oversigned, to me known to be described in and who executed the foregoing instrument, and  
acknowledged that the oversigned executed the same as the free act and deed of the oversigned.

Maranda M Barbour  
Notary Public  
My Commission Expires Jan 02, 2003

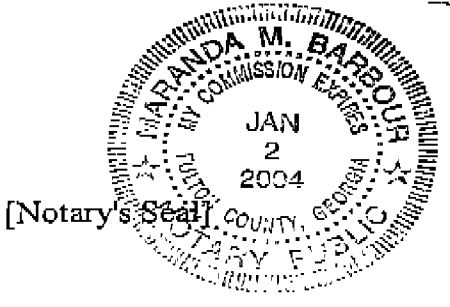


ASSIGNEE

STATE OF Georgia )  
COUNTY OF DeKalb ) ss

On this 30<sup>th</sup> day of September, 2003, before me personally appeared the  
oversigned, to me known to be described in and who executed the foregoing instrument, and  
acknowledged that the oversigned executed the same as the free act and deed of the oversigned.

Maranda M Barbour  
Notary Public  
My Commission Expires Jan 02, 2004

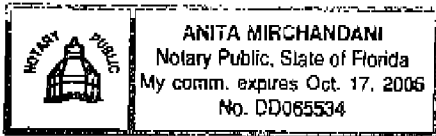


NOTARIAL ACKNOWLEDGMENTS

ASSIGNOR

STATE OF Florida )  
COUNTY OF Orange )<sup>ss</sup>

On this 10<sup>th</sup> day of Oct, 2003, before me personally appeared the  
oversigned, to me known to be described in and who executed the foregoing instrument, and  
acknowledged that the oversigned executed the same as the free act and deed of the oversigned.



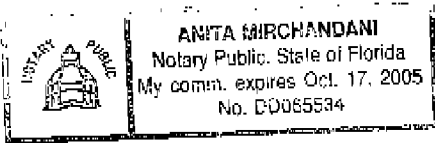
[Notary's Seal]

Anita Mirchandani  
Notary Public  
My Commission Expires Oct 17<sup>th</sup> 2005

ASSIGNEE

STATE OF Florida )  
COUNTY OF Orange )<sup>ss</sup>

On this 10<sup>th</sup> day of Oct, 2003, before me personally appeared the  
oversigned, to me known to be described in and who executed the foregoing instrument, and  
acknowledged that the oversigned executed the same as the free act and deed of the oversigned.



[Notary's Seal]

Anita Mirchandani  
Notary Public  
My Commission Expires Oct 17<sup>th</sup> 2005

**SCHEDULE A**

<b><u>Mark</u></b>	<b><u>U.S. Trademark Serial No.</u></b>	<b><u>Filing Date</u></b>
HOTTIES	78/098,690	December 17, 2001
HOTTIES	78/094,571	November 21, 2001
HOTTIES	78/094,570	November 21, 2001
HOTTIES	78/094,561	November 21, 2001
HOTTIES	78/094,560	November 21, 2001
HOTTIES	78/094,558	November 21, 2001
THE ORIGINAL HOT HOT HOT DONUTS	78/094,611	November 21, 2001
THE ORIGINAL HOT HOT HOT DONUTS	78/094,615	November 21, 2001
THE ORIGINAL HOT HOT HOT DONUTS	78/094,612	November 21, 2001
HOT HOT HOT DONUTS	78/094,616	November 21, 2001
HOT HOT HOT DONUTS	78/094,618	November 21, 2001
HOT HOT HOT DONUTS	78/094,614	November 21, 2001