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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings  $\Rightarrow \Rightarrow \Rightarrow$

102513964

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
Dreyer's Grand Ice Cream, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Integrated Brands, Inc.  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 4175 Veterans Highway  
City: Ronkonkoma State: NY Zip: 11779

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New Jersey  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: July 5, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
76/312735, 75/674087, 78/156095,  
76/383868

B. Trademark Registration No.(s)  
2473269, 2660267

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Jocelyn Schulman  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Goodwin Procter  
599 Lexington Avenue  
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
06-0923

(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.*

Jocelyn Schulman      Jocelyn Schulman      July 28, 2003  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 1

08/01/2003 EDDPER 00000025 060923 76312735  
 01 FC:0521 40.00 BA  
 02 FC:0522 125.00 BA

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002792 FRAME: 0106**

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("*Assignment*"), is dated as of July 5, 2003, by and between Dreyer's Grand Ice Cream, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 5929 College Avenue, Oakland, CA 94618 ("*Assignor*"), and Integrated Brands, Inc., a corporation organized and existing under the laws of the State of New Jersey, having its principal place of business at 4175 Veterans Highway, Ronkonkoma, NY 11779 ("*Assignee*").

**WHEREAS**, Assignor is the sole owner of all rights, title and interest in and to those trademarks, service marks and trade names set forth in **Exhibit A** annexed hereto and made a part hereof, including all applications or registrations therefor (the "*Marks*"), and as of the date hereof is using the Marks in commerce, and is the owner of any registrations related thereto; and

**WHEREAS**, Assignee is desirous of acquiring said Marks, including but not limited to the registrations thereof and all goodwill pertaining thereto; and

**WHEREAS**, Assignor and Assignee are parties to that certain Amended and Restated Asset Purchase and Sale Agreement dated as of June 4, 2003 (the "*Purchase Agreement*"), pursuant to which, among other things, Assignor has agreed to assign, and Assignee has agreed to accept, an assignment of certain intellectual property rights, including, but not limited to, any and all rights in the Marks (all capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement); and

**WHEREAS**, Assignor now executes this Assignment for the purpose of conveying whatever worldwide right, title and interest Assignor may have in and to the Marks to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, effective as of the date hereof and subject to the terms and conditions of the Purchase Agreement, the parties agree as follows:

1. Assignor, on behalf of itself and its subsidiaries, hereby transfers, conveys, and assigns to Assignee all worldwide right, title, and interest in and to the Marks, together with the goodwill associated with the Marks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Marks or the registrations thereof or such associated goodwill.
2. Assignee hereby accepts the foregoing Assignment.
3. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other government agency having jurisdiction over the ownership of the Marks. Assignor agrees to execute and deliver all

such other and further documents as may be reasonably necessary to vest all right, title and interest in and to the Marks to Assignee.

4. Except as set forth in Section 7.9 of the Purchase Agreement, Assignor shall make no further use of the Marks on or in connection with any goods or services. Assignor shall not challenge Assignee's use of the Marks after the date of this Assignment.

5. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. To the extent not preempted by federal law, this Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. This Assignment may be executed in counterparts, each of which shall be considered an original.

*[The remainder of this page has been intentionally left blank.]*

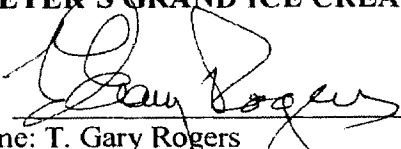
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on the date first set forth above, with effect as of the date first set forth above.

**ASSIGNOR:**

**ASSIGNEE:**

**DREYER'S GRAND ICE CREAM, INC.**

**INTEGRATED BRANDS, INC.**

By:   
Name: T. Gary Rogers  
Title: Chairman of the Board of Directors and  
Chief Executive Officer

By: \_\_\_\_\_  
Name: David J. Stein  
Title: Co-Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

STATE OF CALIFORNIA

) SS.

COUNTY OF ALAMEDA

)

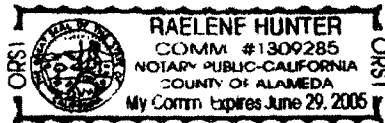
On this 3<sup>rd</sup> day of JULY 2003, before me personally appeared T. Gary Rogers, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Board of Directors and Chief Executive Officer of Dreyer's Grand Ice Cream, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said T. Gary Rogers acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Raelene Hunter

Notary Public

My Commission Expires: 6-29-05



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on the date first set forth above, with effect as of the date first set forth above.

**ASSIGNOR:**

**DREYER'S GRAND ICE CREAM, INC.**

By: \_\_\_\_\_

Name: T. Gary Rogers

Title: Chairman of the Board of Directors and  
Chief Executive Officer

**ASSIGNEE:**

**INTEGRATED BRANDS, INC.**

By:  \_\_\_\_\_

Name: David J. Stein

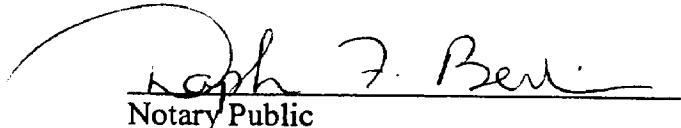
Title: Co-Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

STATE OF New York  
COUNTY OF New York ) SS.  
)

On this 31<sup>st</sup> day of JULY, 2003, before me personally appeared David J. Stein, to me personally known, who, being by me duly sworn, did say that he is the Co-Chief Executive Officer of Integrated Brands, Inc., a New Jersey corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said David J. Stein acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: March 29, 2007

\_\_\_\_\_  
DAPHNE F. BERLIN  
Notary Public, State of New York  
No. 41-5010218  
Qualified in Queens County  
Commission Expires March 29, 2007

**EXHIBIT A****MARKS**

COUNTRY	TRADEMARK	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC REF. COUNTRY ATTY(S) HANDLING
Chile	DREAMERY	30	447892 05/03/1999		Pending	20903T-001500CL JFS (JAH)
China	DREAMERY	30	9900055920 05/21/1999	1482072 11/28/2000	Registered	20903T-001500CN JFS (JAH)
Jamaica	DREAMERY	30	30/2545 05/03/1999	36979 02/07/2001	Registered	20903T-001500JM JFS (JAH)
Japan	DREAMERY	30	11-040144 05/07/1999	4379030 04/21/2000	Registered	20903T-001500JP JFS (JAH)
Korea	DREAMERY	30	1999-14588 05/03/1999	478594 10/10/2000	Registered	20903T-001500KR JFS (JAH)
Mexico	DREAMERY	30	99/04205 05/17/1999	887063 03/16/2000	Registered	20903T-001500MY JFS (JAH)
Philippines	DREAMERY	30	4-1999-06221 08/24/1999		Pending	20903T-001500PH JFS (JAH)
Singapore	DREAMERY	30	T99/09205E 08/25/1999	T99/09205E 08/25/1999	Registered	20903T-001500SG JFS (JAH)
Taiwan	DREAMERY	30	88-021954 05/11/1999	887063 03/16/2000	Registered	20903T-001500TW JFS (JAH)
US	CHERRY CHIP BA DA BING	030;	76/312735 09/14/2001		Pending	20903T-008600US JFS (JAH)
US	DREAMERY	030;	75/979493 04/05/1999	2473269 07/31/2001	Registered	20903T-008700US JFS (JAH)
US	DREAMERY	030;	75/674087 04/05/1999		Pending	20903T-001500US JFS (JAH)
US	FORTUNATE VANILLA	030;	78/156095 08/20/2002		Pending	20903T-012100US JFS (JAH)
US	STRAWBERRY FIELDS	030;	76/076766 06/26/2000	2660267 12/10/2002	Registered	20903T-007400US JFS (JAH)
US	WHAT FLAVOR DO YOU DREAM IN	030;	76/383868 03/14/2002		Pending	20903T-007700US JFS (JAH)

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RECORDED: 07/29/2003

TRADEMARK  
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