

Form PTO-1594 (rev 3/1)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U. S. Department of Commerce Patent and Trademark Office
-----------------------------------	---	---

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

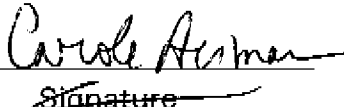
<p>1. Name of conveying party(ies):</p> <p>Great American Cookie Company Franchising, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other – Delaware Limited Liability Company</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>The Bank of New York (as Trustee) 101 Barclay Street, Floor 8 West New York, New York 10286 Attn: Corporate Trust Administration</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other –</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: March 16, 2004</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No(s). See Attached</p>	<p>B. Trademark Registration No(s). See Attached</p>
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Carole Aciman, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036</p>	<p>6. Total number of applications/registrations involved: <u>125</u></p> <p>7. Total fee (37 CFR 3.41) \$3,140</p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 013430/17)</p> <p>8. Deposit Account No. 19-2385</p>
--	--

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.

<u>Carole Aciman</u>		<u>March 19, 2004</u>
Name	Signature	Date

Total number of pages including cover sheet, attachments, and document: 42

CH \$3140.00 192386 78208543

Page 2

CONTINUATION OF ITEM 1. Name of Conveying Party(ies)

Pretzelmaker Franchising, LLC
 - a Delaware Limited Liability Company
 Pretzel Time Franchising, LLC
 - a Delaware Limited Liability Company
 TCBY Systems, LLC
 - a Delaware Limited Liability Company
 The Mrs. Fields' Brand, Inc.
 - a Delaware Corporation

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
78208543	2168002
78186653	2168085
78186661	1462320
78240227	2230857
78226393	2230866
78208552	1327276
78342463	1657698
78342458	2156880
78342455	2032657
78342453	2156881
78338924	2281010
	2032656
	1439376
	2156947
	2099761
	2189666
	2104999
	2097200
	2105000

	2103010
	2104998
	2259600
	1818250
	2113739
	2017894
	2347706
	2495593
	1875649
	1778178
	2675524
	2446885
	2382569
	1805601
	1415194
	1367174
	2145359
	2145362
	2052883
	2222442
	2145360
	2145361
	1341281
	1341713
	2142775
	1819286
	1414577
	1978917
	2313424
	2169323
	2089726
	2165598
	2133019
	1460412

	2228869
	1793248
	1542036
	1534756
	2175157
	2175158
	1496141
	1776095
	2163218
	2163219
	2571873
	1773793
	1426719
	1757078
	1726014
	2084632
	1901091
	2066904
	1463784
	1415353
	1550397
	2799165
	1562438
	2145364
	2054972
	2145363
	1338536
	2066903
	1849396
	1806816
	1672857
	1408813
	1614096
	1567404

	1281824
	2741280
	1918965
	1843103
	1472531
	1840761
	1543094
	1827896
	994053
	1561517
	989707
	2613456
	1983184
	1791781
	1299149
	2672138
	1256315
	1241619
	2680419
	2020111
	2425250
	2425251
	1302975
	1374117
	1430447
	1404285
	2125722

[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 16, 2004, is made by each of GREAT AMERICAN COOKIE COMPANY FRANCHISING, LLC, a Delaware limited liability company, PRETZELMAKER FRANCHISING, LLC, a Delaware limited liability company, PRETZEL TIME FRANCHISING, LLC, a Delaware limited liability company, TCBY SYSTEMS, LLC, a Delaware limited liability company, and THE MRS. FIELDS' BRAND, INC., a Delaware corporation (each, a "Debtor" and, collectively, the "Debtors"), in favor of THE BANK OF NEW YORK ("BNY"), as trustee under the Indenture (as defined below) (together with its successor(s) thereto in such capacity, the "Trustee"), for its benefit and the benefit of the Holders, in light of the following:

WHEREAS, Mrs. Fields Famous Brands, LLC, a Delaware limited liability company (the "Company"), Mrs. Fields Financing Company, Inc., a Delaware corporation (the "Co-issuer" and, together with the Company, the "Issuers"), each Subsidiary of the Company party thereto (including the Debtors) and the Trustee, have entered into an Indenture, dated as of March 16, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Issuers incurred indebtedness for certain notes (such notes, together with all additional notes and all other notes issued thereunder in exchange for such notes and additional notes, the "Notes") and the Guarantors (including the Debtors) have guaranteed the payment of the Notes and the other Obligations thereunder and under the other Indenture Documents;

WHEREAS, each Debtor desires to secure its Guarantee under the Indenture by granting to the Trustee, for its benefit and for the benefit of the Holders, security interests in the Trademark Collateral of such Debtor as set forth herein;

WHEREAS, the Debtors, together with the Issuers and the other Guarantors, have executed that certain Security Agreement, dated as of March 16, 2004, in favor of the Trustee (the "Security Agreement"), pursuant to which each Debtor has granted to the Trustee, for the benefit of itself and the Holders, security interests in (among other things) all general intangibles of such Debtor;

WHEREAS, each Debtor is a Subsidiary of the Company and will benefit from the proceeds of the Notes; and

WHEREAS, in accordance with the terms of the Indenture, each Debtor has agreed to execute and deliver this Agreement to the Trustee for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate the Trustee's existing security interests in the trademarks and other general intangibles of such Debtor as described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Debtor hereby agrees in favor of the Trustee, for the benefit of itself and the Holders, as follows:

1. Definitions; Interpretation

(a) Certain Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" has the meaning set forth in the preamble hereto.

"BNY" has the meaning set forth in the recitals hereto.

"Company" has the meaning set forth in the recitals hereto.

"Debtor" and "Debtors" have the meaning set forth in the preamble hereto.

"Defeasance" means, with respect to any obligation, the defeasance thereof pursuant to a Legal Defeasance or Covenant Defeasance as described under Section 8.01 of the Indenture.

"Event of Default" means any Event of Default under the Indenture.

"Indenture" has the meaning set forth in the recitals hereto.

"Notes" has the meaning set forth in the recitals hereto.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral of a Debtor, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of such Debtor, from time to time in respect of any of the Trademark Collateral of such Debtor, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of such Debtor from time to time with respect to any of the Trademark Collateral of such Debtor, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to such Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral of such Debtor by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral of such Debtor or for or on account of any damage or injury to or conversion of any Trademark Collateral of such Debtor by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

“Record” means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

“Secured Obligations” means, with respect to each Debtor, all liabilities, obligations, or undertakings owing by such Debtor to the Trustee or any Holder of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Indenture, this Agreement, or any of the other Indenture Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, indemnities, fees (including attorneys fees), and expenses (including interest, costs, indemnities, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim therefor is allowed) and any and all other amounts which such Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Security Agreement” has the meaning set forth in the recitals hereto.

“Trademark Collateral” and “Collateral” have the meaning assigned to the term “Trademark Collateral” in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“Trustee” has the meaning set forth in the preamble hereto.

“Trustee’s Liens” means the Liens granted by each Debtor to the Trustee under this Agreement or the other Indenture Documents to which such Debtor is a party.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

“Voidable Transfer” has the meaning set forth in Section 19 to this Agreement.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference in this Agreement or in any of the other Indenture Documents to this Agreement or any of the other Indenture Documents shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and

supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth therein). In the event of a direct conflict between the terms and provisions of this Agreement and the Indenture, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Indenture shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of each Debtor and supplemental rights and remedies in favor of the Trustee, in each case in respect of the Trademark Collateral of such Debtor, shall not be deemed a conflict with the Indenture. Any reference herein to the payment in full of the Secured Obligations shall mean the payment in full in cash of all Secured Obligations other than contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement. References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

2. Security Interest.

(a) Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Debtor hereby grants to the Trustee, for the benefit of itself and the Holders, a continuing security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on the Schedule attached hereto which lists the name of, and relates to, such Debtor (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in such Debtor's name or in the name of

the Trustee for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks of such Debtor and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral of such Debtor which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral of such Debtor as described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Each Debtor may grant licenses of the Trademark Collateral of such Debtor in accordance with the terms of the Indenture and the Security Agreement.

3. Further Assurances; Appointment of the Trustee as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Trustee any and all documents and instruments, in form and substance reasonably satisfactory to the Trustee, and take any and all action, which are necessary to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral of such Debtor held by the Trustee for the benefit of itself and the Holders and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents in accordance with the foregoing, the Trustee shall have the right (but not the obligation), in the name of such Debtor, or in the name of the Trustee or otherwise, without notice to or assent by such Debtor, and such Debtor hereby irrevocably constitutes and appoints the Trustee (and any of the Trustee's officers or employees or agents designated by the Trustee) as such Debtor's true and lawful attorney-in-fact with full power and authority (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that the Trustee reasonably deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral of such Debtor held by the Trustee for the benefit of itself and the Holders, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which the Trustee may reasonably deem necessary or advisable to maintain, preserve and protect the Trademark Collateral of such Debtor and to accomplish the purposes of this Agreement, including, at any

time an Event of Default has occurred and is continuing, (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral of such Debtor, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral of such Debtor, and (C) to execute any and all applications, documents, papers and instruments for the Trustee to use the Trademark Collateral of such Debtor, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral of such Debtor, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral of such Debtor. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally paid and performed in full or the Defeasance thereof shall have been consummated.

4. Representations and Warranties. Each Debtor represents and warrants to the Trustee, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. The Schedule attached hereto which lists the name of, and relates to, such Debtor sets forth a true and correct list of all of such Debtor's existing Trademarks (other than abandoned Trademarks) that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Debtor.

(b) Trademarks Subsisting. Each of such Debtor's Trademarks listed in the Schedule attached hereto which lists the name of, and relates to, such Debtor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Debtor's knowledge, each of the Trademarks set forth on such Schedule is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. To the best of such Debtor's knowledge, (i) such Debtor has rights in and/or good and defensible title to the Trademark Collateral listed on the Schedule attached hereto which lists the name of, and relates to, such Debtor, (ii) such Debtor is the sole and exclusive owner of the Trademark Collateral listed on such Schedule, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by such Debtor not to sue third persons, and (iii) with respect to any Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral of such Debtor. To the best of such Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral of such Debtor by such Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of such Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral of such Debtor by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral of such Debtor by such Debtor has not, does not and will not materially infringe upon or materially violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Such Debtor has the unqualified right, power and authority to pledge and to grant to the Trustee, for the benefit of itself and the Holders, security interests in the Trademark Collateral of such Debtor pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(f) Filings, etc. Other than the filing of a Uniform Commercial Code financing statement in the jurisdiction in which such Debtor is organized, the filing of this Agreement with the PTO and such other consents or approvals that have been obtained and that are still in force and effect, the execution, delivery, and performance by such Debtor of this Agreement and the Security Agreement do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority or such consents, approvals, notices and actions that if not obtained, given or taken could not reasonably be expected to result in a Material Adverse Effect; provided, however, that the subsequent recordation of a trademark security agreement similar in form to this Agreement in the PTO may be necessary to perfect the security interest of such Debtor in the issued registrations and applications for other Trademark Collateral of such Debtor that is acquired by such Debtor after the date hereof; and the taking of actions outside the United States may be required in order to perfect the Trustee's Lien in the Trademark Collateral of such Debtor which is protected under non-U.S. law.

(g) Binding Obligations, etc. This Agreement and the Security Agreement are the legally valid and binding obligations of such Debtor, enforceable against such Debtor in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(h) Perfection of Liens. On and after the date hereof, upon the filing of the financing statements and the filing of this Agreement with the PTO, the Trustee's Liens in the Trademark Collateral of such Debtor are validly created, perfected, and first priority Liens, subject only to Permitted Liens; provided, however, that the subsequent recordation of a trademark security agreement similar in form to this Agreement in the PTO may be necessary to perfect the security interest of such Debtor in the issued registrations and applications for other Trademark Collateral that is acquired by such Debtor after the date hereof; and the taking of actions outside the United States may be required in order to perfect the Trustee's Lien in the Trademark Collateral of such Debtor which is protected under non-U.S. law.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied (other than contingent indemnification obligations) and the Defeasance thereof shall not have

been consummated, each Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give the Trustee written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral of such Debtor, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding or the Defeasance thereof shall not have been consummated, or, if earlier, until the Trustee shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral of any Debtor, if and when such Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and such Debtor shall give to the Trustee prompt notice thereof. Such Debtor shall do all things reasonably deemed necessary by the Trustee to ensure the validity, perfection, priority and enforceability of the security interests of the Trustee in such future acquired Trademark Collateral. If such Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is required to execute and deliver by the Trustee in connection herewith, such Debtor hereby authorizes the Trustee (but the Trustee shall not be obligated) to modify, amend or supplement the Schedule attached hereto which lists the name of, and relates to, such Debtor and to re-execute this Agreement from time to time on such Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral of such Debtor and to cause such re-executed Agreement or such modified, amended or supplemented Schedule to be filed with the PTO.

7. Duties of the Trustee. Notwithstanding any provision contained in this Agreement, neither the Trustee nor the Holders shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Neither the Trustee nor the Holders shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral of such Debtor other than the exercise of commercially reasonable behavior in accordance with applicable law.

8. Events of Default. The occurrence of any "Event of Default" under the Indenture shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, the Trustee shall have all rights and remedies available to it under the Indenture and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral of each Debtor. Such Debtor hereby agrees that such rights and remedies include the right of the Trustee as a secured party to sell or otherwise dispose of the Trademark Collateral of such Debtor after the occurrence and during the continuance of an Event of Default, pursuant to the UCC. Such Debtor hereby agrees that the Trustee shall at all times have such royalty-free licenses, to the extent permitted by law and the Indenture Documents, for any Trademark Collateral of such Debtor that is reasonably necessary to permit the exercise of any of the Trustee's rights or remedies upon or after the occurrence of

(and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Debtor in which the Trustee has a security interest, including the Trustee's rights to sell inventory, tooling or packaging which is acquired by such Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Trustee shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Trustee reasonably deems necessary, in the name of such Debtor or the Trustee, to enforce or protect any of the Trademark Collateral of such Debtor, in which event such Debtor shall do any and all lawful acts and execute any and all documents necessary to such enforcement. To the extent that the Trustee shall elect not to bring suit to enforce such Trademark Collateral of such Debtor, such Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation, except to the extent the Trademark Collateral of such Debtor that is the subject of such infringement, misappropriation or violation is not material to such Debtor's business, as determined in the good faith business judgment of such Debtor.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of and enforceable by each Debtor and the Trustee for the benefit of itself and the Holders and their respective successors and assigns of each of the parties; provided, however, that neither party may assign this Agreement or any rights or duties hereunder except to the extent permitted under the Indenture.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered to each party hereto at its address set forth on the Schedule attached hereto which lists the name of, and relates to, such Debtor in accordance with the Indenture.

12. Choice of Law; Venue; and Waiver of Jury Trial. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE TRUSTEE'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE TRUSTEE ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH DEBTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

13. Entire Agreement; Amendment. This Agreement and the other Indenture Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. No failure on the part of the Trustee to exercise, and no delay in exercising any right under this Agreement, any other Indenture Document, or otherwise with respect to any of the Secured Obligations, shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement, any other Indenture Document, or otherwise with respect to any of the Secured Obligations preclude any other or further exercise thereof or the exercise of any other right. Notwithstanding the foregoing, the Trustee may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Security Agreement. Each Debtor acknowledges that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral of such Debtor granted hereby are more fully set forth in the Security Agreement and the other Indenture Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Indenture Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and such Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full of the Secured Obligations or the Defeasance thereof, this Agreement shall terminate, and the Trustee shall execute and deliver such documents and instruments without recourse, representation or warranty and take such further action reasonably requested by any Debtor, at such Debtor's

expense, as such Debtor shall reasonably request to evidence termination of the security interest granted by such Debtor to the Trustee for the benefit of itself and the Holders hereunder, including cancellation of this Agreement by written notice from the Trustee to the PTO.

19. Revival and Reinstatement of Obligations. If the incurrence or payment of the Secured Obligations by any Debtor or the transfer by such Debtor to the Trustee of any property of such Debtor should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, and other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if the Trustee is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that the Trustee is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys' fees of the Trustee related thereto, the liability of such Debtor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

20. Each Debtor Remains Liable. Anything herein to the contrary notwithstanding:

(a) Each Debtor will remain liable under the contracts and agreements included in the Trademark Collateral of such Debtor to the extent set forth therein, and will perform all of its duties and obligations under such contracts and agreements to the same extent as if this Agreement had not been executed;

(b) the exercise by the Trustee of any of its rights hereunder will not release such Debtor from any of its duties or obligations under any such contracts or agreements included in the Trademark Collateral of such Debtor; and

(c) neither the Trustee nor any Holder will have any obligation or liability under any contracts or agreements included in the Trademark Collateral of such Debtor by reason of this Agreement, nor will any such Person be obligated to perform any of the obligations or duties of such Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

21. Postponement of Subrogation. Each Debtor hereby agrees that it will not exercise any rights which it may acquire by reason of any payment made hereunder, whether by way of subrogation, reimbursement or otherwise, until the prior payment in full of all Secured Obligations or the Defeasance thereof. Any amount paid to such Debtor on account of any payment made hereunder prior to the payment in full of all Secured Obligations or the Defeasance thereof shall be held in trust for the benefit of the Trustee and the Holders and shall immediately be paid to the Trustee, to be distributed to the Trustee for application against the Secured Obligations, whether matured or unmatured, in accordance with Section 6.10 of the Indenture. In furtherance of the foregoing, for so long as any Secured Obligations remain outstanding or the Defeasance thereof shall not have been consummated, such Debtor shall refrain from taking any action or commencing any proceeding against Company or any other

Guarantor (or any of their respective successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made under this Agreement to the Trustee or any Holder.

22. Security Interest Absolute. To the maximum extent permitted by law, all rights of the Trustee, all security interests hereunder, and all obligations of each Debtor hereunder, shall be absolute and unconditional irrespective of:


- (a) any lack of validity or enforceability of any of the Secured Obligations or any other agreement or instrument relating thereto, including any of the Indenture Documents;
- (b) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any of the Indenture Documents, or any other agreement or instrument relating thereto;
- (c) any exchange, release, or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Secured Obligations; or
- (d) any other circumstances that might otherwise constitute a defense available to, or a discharge of, such Debtor.

To the maximum extent permitted by law, such Debtor hereby waives any right to require the Trustee to: (A) proceed against or exhaust any security held from such Debtor; or (B) pursue any other remedy in the Trustee's power whatsoever.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, of the date first above written.

GREAT AMERICAN COOKIE COMPANY FRANCHISING, LLC, a Delaware limited liability company
PRETZELMAKER FRANCHISING, LLC, a Delaware limited liability company
PRETZEL TIME FRANCHISING, LLC, a Delaware limited liability company
TCBY SYSTEMS, LLC, a Delaware limited liability company
THE MRS. FIELDS' BRAND, INC., a Delaware corporation

By: 
Name: Michael R. Ward
Title: Senior Vice President, General Counsel and Secretary

THE BANK OF NEW YORK,
as Trustee

By: 
Name: **MICHAEL PITFICK**
Title: **ASSISTANT VICE PRESIDENT**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULES TO TRADEMARK SECURITY AGREEMENT
made by each of
GREAT AMERICAN COOKIE COMPANY FRANCHISING, LLC
PRETZELMAKER FRANCHISING, LLC
PRETZEL TIME FRANCHISING, LLC
TCBY SYSTEMS, LLC
and
THE MRS. FIELDS' BRAND, INC.
in favor of
THE BANK OF NEW YORK

SCHEDULE I
(Great American Cookie Company Franchising, LLC)

Notice Addresses:

Great American Cookie Company Franchising, LLC
2855 E. Cottonwood Parkway, Suite 400
Salt Lake City, UT 84121

The Bank of New York,

as Trustee

101 Barclay Street, Floor 8 West

New York, New York 10286

Attn: Corporate Trust Administration

Trademarks:

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
ALASKAN CHILLER	United States	2,168,002	Jun-23-1998
ALASKAN CHILLER (& Design)	United States	2,168,085	Jun-23-1998
CHOCOLATE CHIP COOKIE COMPANY	United States	1,462,320	Oct-20-1987
DINKY	United States	2,230,857	Mar-09-1999
DINKY DOOZIE	United States	2,230,866	Mar-09-1999
DOUBLE DOOZIE	United States	1,327,276	Mar-26-1985
GREAT AMERICAN COOKIE CO. (Stylized)	United States	1,657,698	Sep-17-1991
GREAT AMERICAN COOKIE COMPANY (& Design)	United States	2,156,880	May-12-1998
GREAT AMERICAN COOKIES	United States	2,032,657	Jan-21-1997
GREAT AMERICAN COOKIES (Stylized Letters)	United States	2,156,881	May-12-1998
GREAT AMERICAN COOKIES (& Design)	United States	2,281,010	Sep-28-1999
GREAT AMERICAN EATING CARD	United States	2,032,656	Jan-21-1997
MACADAMIAHH! THE TROPICAL TASTE OF MACADAMIA NUTS AND COCONUT IN EVERY BITE (& Design)	United States	1,439,376	Jul-21-1986
SHARE THE FUN OF COOKIES	United States	2,156,947	May-12-1998
SNEAGLE*	United States	2,099,761	Sep-23-1997
SOUTHERN SPRING H2O PURE SPRING (& Design)*	United States	2,189,666	Sep-15-1998
GREAT AMERICAN COOKIE COMPANY	Saudi Arabia	449/30	Oct-13-1998
GREAT AMERICAN COOKIE COMPANY	Saudi Arabia	449/31	Jul-07-1997
GREAT AMERICAN COOKIE COMPANY	Saudi Arabia	449/32	Jul-07-1997

(* Mark will be abandoned in due course.)

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
GREAT AMERICAN COOKIE COMPANY	Singapore	T96/13031B	Dec-04-1996
GREAT AMERICAN COOKIE COMPANY	Singapore	T96/13032J	Dec-04-1996
GREAT AMERICAN COOKIE COMPANY	Thailand	KOR76565	Feb-07-1997
GREAT AMERICAN COOKIE COMPANY	Thailand	KOR76561	Feb-07-1997
GREAT AMERICAN COOKIE COMPANY	Thailand	KOR6581	Feb-07-1997

SCHEDULE II
(Pretzelmaker Franchising, LLC)

Notice Addresses:

Pretzelmaker Franchising, LLC
 2855 E. Cottonwood Parkway, Suite 400
 Salt Lake City, UT 84121

The Bank of New York,
 as Trustee
 101 Barclay Street, Floor 8 West
 New York, New York 10286
 Attn: Corporate Trust Administration

Trademarks:

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
ALMOND HARVEST*	United States	2,104,999	Oct-14-1997
BLUEBERRY THRILL*	United States	2,097,200	Sep-16-1997
CINNFULLY DELICIOUS	United States	2,105,000	Oct-14-1997
HOWLIN' JALAPENO *	United States	2,103,010	Oct-07-1997
KNOTT PIZZA*	United States	2,104,998	Oct-14-1997
PRETZELMAKER KIDS	United States	2,259,600	Jul-06-1999
PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design)	United States	1,818,250	Jan-25-1994
RASPBERRY SPLASH*	United States	2,113,739	Nov-18-1997
SERVING THE WORLD A PRETZEL AND A SMILE	United States	(78/208,543)	(Jan-29-2003)
TIED TO BE FIT	United States	2,017,894	Nov-19-1996
WRAPZEL	United States	(78/186,653)	(Nov-19-2002)
PRETZELMAKER WORLD'S BEST SOFT PRETZEL	Argentina	1.616.560	Sep-20-1996
PRETZELMAKER (& Design)	Australia	700147	Jan-03-1996
PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design)	Brazil	819132659	Dec-22-1998
PRETZELMAKER (& Design)	Canada	TMA446,184	Nov-21-1996
PRETZELMAKER TOUJOURS PRET. TOUJOURS PRETZEL (& Design)	Canada	TMA489,221	Feb-03-1998
PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design)	Egypt	(134782)	(Jul-22-2000)

(* Mark will be abandoned in due course.)

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design)	European Community	829622	May-31-1996
PRETZELMAKER WORLD'S BEST SOFT PRETZEL	Guam	SR-0015	Nov-21-1995
PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design)*	Hong Kong	04114 of 1997	Nov-23-1995
PRETZELMAKER / WORLD'S BEST SOFT PRETZEL (& Device)	Japan	4085027	Nov-21-1997
PRETZELMAKER / WORLD'S BEST SOFT PRETZEL (& Device)	Japan	4095893	Dec-19-1997
PRETZELMAKER / WORLD'S BEST SOFT PRETZEL (& Design)	Mexico	520014	Feb-06-1996
PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design)	Saudi Arabia	480/97	Oct-24-1995
PRETZELMAKER (& Design)	Singapore	T96/01790G	Feb-26-1996
PRETZELMAKER WORLD'S BEST SOFT PRETZEL	South Korea	(1-2003- 002962)	(Feb-13-2003)
PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design)	South Korea	(97-4105)	(Mar-27-1997)

SCHEDULE III
(Pretzel Time Franchising, LLC)

Notice Addresses:

Pretzel Time Franchising, LLC
2855 E. Cottonwood Parkway, Suite 400
Salt Lake City, UT 84121

The Bank of New York,
as Trustee
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Trademarks:

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
FRESHNESS WITH A TWIST	United States	2,347,706	May-02-2000
PRETZEL TIME	United States	2,495,593	Oct-09-2001
PRETZEL TIME (& Design)	United States	1,875,649	Jan-24-1995
PRETZEL TIME (& Design)	United States	1,778,178	Jun-22-1993
PRETZEL TIME DELI POCKETS	United States	(78/186,661)	(Nov-19-2002)
PRETZELINI	United States	2,675,524	Jan-14-2003
ROLL IT, TWIST IT, BAKE IT . . . FRESH	United States	2,446,885	Apr-24-2001
PRETZEL TIME	Argentina	1.827.182	Apr-27-2001
PRETZEL TIME	Argentina	1.827.183	Apr-27-2001
PRETZEL TIME	Benelux	652668	Oct-19-1999
PRETZEL TIME	Chile	560.755	Feb-04-2000
PRETZEL TIME	Chile	679.382	Nov-24-2003
PRETZEL TIME	Israel	124202	Nov-26-1998
PRETZEL TIME	Israel	124203	Nov-26-1998
PRETZEL TIME	Israel	124204	Nov-26-1998
PRETZEL TIME	Saudi Arabia	613/9	Dec-29-1999
PRETZEL TIME	Tunisia	EE991752	Oct-21-1999
PRETZEL TIME	Uruguay	318.246	Nov-19-2001
PRETZEL TIME	Brazil	(822244020)	(Nov-26-1999)
PRETZEL TIME	Brazil	(822264382)	(Nov-26-1999)
PRETZEL TIME (& Design)	Australia	811326	Oct-22-1999
PRETZEL TIME (& Design)	Hong Kong	6 (A-B) of 2001	Nov-29-1999

(* Mark will be abandoned in due course.)

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
PRETZEL TIME (& Design)	Hong Kong	7 (A-B) of 2001	Nov-29-1999
PRETZEL TIME (& Design)	Japan	3329303	Jul-04-1997
PRETZEL TIME (& Design)	Mexico	458288	Apr-25-1994
PRETZEL TIME (& Design)	European Community	(2745651)	(Jun-10-2002)
PRETZEL TIME (& Device)	Great Britain & Northern Ireland	2302481	Jun-10-2002
PRETZEL TIME (Stylized)	Australia	A614592	Oct-25-1993
PRETZEL TIME (Stylized)	Canada	454,105	Feb-16-1996
PRETZEL TIME (Stylized)	Saudi Arabia	604/27	Dec-22-1999

SCHEDULE IV
(TCBY Systems, LLC)

Notice Addresses:

TCBY Systems, LLC
2855 E. Cottonwood Parkway, Suite 400
Salt Lake City, UT 84121

The Bank of New York,
as Trustee
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Trademarks:

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
"TCBY" (& Design)	United States	2,382,569	Sep-05-2000
"TCBY" (& Design)*	United States	1,805,601	Nov-16-1993
"TCBY" THE COUNTRY'S BEST YOGURT	United States	1,415,194	Oct-28-1986
"TCBY" THE COUNTRY'S BEST YOGURT (Stylized Letters)	United States	1,367,174	Oct-22-1985
"TCBY" TREATS (Stylized Letters)	United States	2,145,359	Mar-17-1998
"TCBY" TREATS (Stylized Letters)	United States	2,145,362	Mar-17-1998
"TCBY" TREATS (Stylized Letters)	United States	2,052,883	Apr-15-1997
"TCBY" TREATS (Stylized Letters)	United States	2,222,442	Feb-09-1999
"TCBY" TREATS (Stylized Letters)*	United States	2,145,360	Mar-17-1998
"TCBY" TREATS (Stylized Letters)*	United States	2,145,361	Mar-17-1998
ALL THE PLEASURE. NONE OF THE GUILT.	United States	1,341,281	Jun-11-1985
ALL THE PLEASURE. NONE OF THE GUILT.	United States	1,341,713	Jun-11-1985
CAPPUCCINO CHILLER (Stylized Letters)	United States	2,142,775	Mar-10-1998
DESIGN ONLY*	United States	1,819,286	Feb-01-1994
GOURMET SOFT	United States	(78/240,227)	(Apr-21-2003)
GREAT TASTE. NO WAIST.	United States	1,414,577	Oct-21-1986
JUICE WORKS	United States	1,978,917	Jun-04-1996
JUICE WORKS (& Design)	United States	2,313,424	Feb-01-2000
JUICE WORKS (& Design)	United States	2,169,323	Jun-30-1998
JUICE WORKS (& Design)*	United States	2,089,726	Aug-19-1997

(* Mark will be abandoned in due course.)

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
JUICE WORKS (& Design)*	United States	2,165,598	Jun-16-1998
JUICE WORKS SQUEEZING & PLEASING (& Design)*	United States	2,133,019	Jan-27-1998
KIDDIE PRESCRIPTION	United States	1,460,412	Oct-06-1987
MIKE & MATTIE'S*	United States	2,228,869	Mar-02-1999
MOO	United States	1,793,248	Sep-14-1993
NOBODY TREATS ME LIKE TCBY	United States	1,542,036	May-30-1989
NOBODY TREATS YOU LIKE TCBY	United States	1,534,756	Apr-11-1989
ORCHARD BLEND SMOOTHIES	United States	2,175,157	Jul-21-1998
ORCHARD BLEND SMOOTHIES (Stylized Letters)	United States	2,175,158	Jul-21-1998
PAWS-A-THON	United States	1,496,141	Jul-12-1988
SENSIBLE TEMPTATIONS	United States	1,776,095	Jun-08-1993
SHIVER	United States	2,163,218	Jun-09-1998
SHIVER	United States	2,163,219	Jun-09-1998
SOMETHING SPECIAL FOR EVERYONE! (Stylized Letters)	United States	2,571,873	May-21-2002
SUB ZERO ISLAND	United States	(78/226,393)	(Mar-17-2003)
SUMMER COOLERS	United States	1,773,793	May-25-1993
SUMMER COOLERS	United States	1,426,719	Jan-27-1987
SUNDETTE	United States	1,757,078	Mar-09-1993
SUNDETTES	United States	1,726,014	Oct-20-1992
SUPERFRESH (& Design)*	United States	2,084,632	Jul-29-1997
TCBY	United States	1,901,091	Jun-20-1995
TCBY	United States	2,066,904	Jun-03-1997
TCBY	United States	1,463,784	Nov-03-1987
TCBY	United States	1,415,353	Oct-28-1986
TCBY (& Cone Design)	United States	1,550,397	Aug-01-1989
TCBY FRUITHEAD SMOOTHIES (& Design)	United States	2,799,165	Dec-23-2003
TCBY MOO MALT (& Design)	United States	(78/208,552)	(Jan-29-2003)
TCBY SHIVER	United States	1,562,438	Oct-24-1989
TCBY TREATS	United States	2,145,364	Mar-17-1998
TCBY TREATS	United States	2,054,972	Apr-22-1997
TCBY TREATS*	United States	2,145,363	Mar-17-1998
TCBY YOGURT	United States	1,338,536	May-28-1985
TCBY*	United States	2,066,903	Jun-03-1997
TCBY*	United States	1,849,396	Aug-09-1994
TCBY*	United States	1,806,816	Nov-23-1993
THE COUNTRY'S BEST YOGURT	United States	1,672,857	Jan-21-1992
WINTER WARMERS	United States	1,408,813	Sep-09-1986
YOG-A-BAR	United States	1,614,096	Sep-18-1990
YOGWICH	United States	1,567,404	Nov-21-1989
YOGWICH (& Design)	United States	1,281,824	Jun-12-1984

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
"TCBY"	Argentina	1.505.126	Feb-28-1994
"TCBY"	Argentina	1.505.125	Feb-28-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Armenia	2440	Nov-20-1995
ALL THE PLEASURE. NONE OF THE GUILT.	Australia	712661	Jul-11-1996
TCBY	Australia	701240	Jan-25-1996
TCBY THE COUNTRY'S BEST YOGURT	Australia	701241	Jan-25-1996
TCBY TREATS	Australia	703495	Feb-28-1996
YOGWICH	Australia	712663	Jul-11-1996
"TCBY" (& Design)	Austria	160318	Oct-27-1995
TCBY TREATS	Austria	185373	Dec-27-1999
"TCBY" THE COUNTRY'S BEST YOGURT	Azerbaijan	N 990945	Sep-17-1999
"TCBY" THE COUNTRY'S BEST YOGURT (Design)	Bahamas	13,179	Nov-18-1988
"TCBY" THE COUNTRY'S BEST YOGURT	Bahamas	13,181	Nov-18-1988
"TCBY" THE COUNTRY'S BEST YOGURT	Bahamas	13,182	Nov-18-1988
"TCBY" THE COUNTRY'S BEST YOGURT (Design)	Bahamas	13,180	Nov-18-1988
ALL THE PLEASURE. NONE OF THE GUILT.	Bahamas	13,183	Nov-18-1988
ALL THE PLEASURE. NONE OF THE GUILT.	Bahamas	13,184	Nov-18-1988
TCBY	Bahamas	11,914	Feb-27-1986
"TCBY" THE COUNTRY'S BEST YOGURT	Bahrain	TM16270	May-12-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Bahrain	SM1154	Apr-10-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Bahrain	TM16154	Apr-10-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Barbados	P2229	Dec-29-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Belarus	9416	Oct-14-1998
YOG-A-BAR	Benelux	529518	Mar-19-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Bolivia	57509-C	Nov-05-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Bolivia	57489-C	Nov-15-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Bolivia	57510-C	Nov-15-1994
"TCBY"	Brazil	815487460	Nov-10-1992
"TCBY"	Brazil	815487479	Sep-29-1992
"TCBY"	Brazil	815487436	Jun-24-1997
"TCBY"	Brazil	815487444	Aug-04-1992
"TCBY"	Brazil	817654100	Mar-05-1996
TCBY	Brunei	16,509	Aug-27-1990
"TCBY" THE COUNTRY'S BEST YOGURT (& Design)	Canada	TMA336,740	Feb-05-1988
"TCBY" TOUS CES BONS YOGOURTS	Canada	TMA365,965	Feb-23-1990
ALL THE PLEASURE. NONE OF THE GUILT.	Canada	TMA353,320	Mar-17-1989
SHIVER	Canada	(1,172,741)	(Mar-27-2003)
TCBY	Canada	TMA340,419	May-20-1988

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
TCBY	Canada	TMA361,154	Oct-27-1989
WINTER WARMERS	Canada	TMA350,979	Feb-10-1989
YOGWICH*	Canada	TMA361,509	Oct-27-1989
"TCBY"	Chile	680384	Dec-04-2003
"TCBY" THE COUNTRY'S BEST YOGURT	Chile	413.324	Sep-24-1993
PLACER SIN PECADO*	Chile	437061	Jan-06-1995
"ANGEL ICE KING" (Chinese letters)	China	817985	Feb-21-1996
"ANGEL ICE KING" (Chinese letters)	China	853038	Jul-07-1996
"TCBY"	China	720880	Dec-21-1994
"TCBY"	China	726794	Jan-28-1995
"TCBY"	China	776856	Jan-28-1995
"TCBY" (in English) + "ANGEL ICE KING" (in Chinese letters)	China	817986	Feb-21-1996
"TCBY" (in English) + "ANGEL ICE KING" (in Chinese letters)	China	853037	Jul-07-1996
SHIVER	China	1505966	Jan-14-2001
TCBY (in Chinese characters)	China	727900	Feb-07-1995
TCBY (in Chinese characters)	China	726851	Jan-28-1995
TCBY (in Chinese characters)	China	776463	Jan-21-1995
YOG-A-BAR	China	877509	Oct-07-1996
YOG-A-BAR	China	877559	Oct-07-1996
YOG-A-BAR (Chinese characters)	China	877508	Oct-07-1996
YOG-A-BAR (Chinese characters)	China	1306286	Aug-21-1999
"TCBY" THE COUNTRY'S BEST YOGURT	Colombia	156177	Feb-28-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Colombia	156178	Feb-28-1994
"TCBY"	Costa Rica	87.141	May-27-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Costa Rica	87.153	May-27-1994
ALL THE PLEASURE. NONE OF THE GUILT.	Costa Rica	98.560	Jan-06-1997
SHIVER	Costa Rica	98.558	Jan-06-1997
YOG-A-BAR	Costa Rica	98.559	Jan-06-1997
YOGWICH	Costa Rica	100.513	Mar-19-1997
"TCBY" THE COUNTRY'S BEST YOGURT	Cyprus	B38034	Feb-18-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Cyprus	B38035	Feb-18-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Cyprus	B38168	Mar-15-1993
"TCBY" THE COUNTRY'S BEST YOGURT (& Design)	Czech Republic	199.168	Nov-02-1994
"TCBY" THE COUNTRY'S BEST YOGURT (Stylized Letters)	Denmark	5530/93	Jul-23-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Dominican Republic	74937	Nov-15-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Dominican Republic	74944	Nov-15-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Dominican Republic	74945	Nov-15-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Dominican Republic	74961	Nov-15-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Dominican Republic	43367	Nov-15-1994

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
"TCBY" THE COUNTRY'S BEST YOGURT	Dominican Republic	43627	Nov-15-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Dominican Republic	80861	Nov-15-1994
TCBY ENTERPRISES, INC.	Dominican Republic	59320	Dec-15-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Ecuador	I-1099-94	May-20-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Ecuador	I-0167-94	May-20-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Ecuador	I-1100-94	May-20-1994
"TCBY"	Egypt	86288	May-08-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Egypt	85807	May-08-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Egypt	85864	May-09-1996
"TCBY" THE COUNTRY'S BEST YOGURT	El Salvador	210.5	Mar-05-1997
ALL THE PLEASURE. NONE OF THE GUILT.	European Community	253047	May-17-1996
"TCBY" THE COUNTRY'S BEST YOGURT	European Community	88138	Apr-01-1996
SHIVER	European Community	1920412	Oct-25-2000
TCBY	European Community	88112	Apr-01-1996
"TCBY" THE COUNTRY'S BEST YOGURT and Design	Finland	133540	Aug-22-1994
"TCBY" TOUS CES BONS YOGOURTS	France	1607361	Aug-01-1990
TCBY	France	1349941	Apr-09-1986
"TCBY" THE COUNTRY'S BEST YOGURT	Germany	39825173	Dec-22-1998
TCBY	Germany	2913585	Apr-13-1993
"TCBY" (Stylized)	Gibraltar	6944	May-25-1994
TCBY "TCBY"	Gibraltar	6943	May-23-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Greece	113063	Mar-05-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Guam	569	Feb-22-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Guatemala	72963	Nov-29-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Guatemala	79036	Jul-12-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Guatemala	75865	Jun-16-1995
"TCBY" THE COUNTRY'S BEST YOGURT	Guatemala	970	Aug-18-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Honduras	1.432	Mar-18-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Honduras	57.31	Mar-18-1993
"ANGEL ICE KING" (Chinese letters)	Hong Kong	10695/1996	Apr-27-1995
"ANGEL ICE KING" (Chinese letters)	Hong Kong	10696/1996	Apr-27-1995
"JUICE WORKS" (& Device)	Hong Kong	B16323/1999	Sep-03-1998
"TCBY" THE COUNTRY'S BEST YOGURT	Hong Kong	B09347/1998	Oct-28-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Hong Kong	B09348/1998	Oct-28-1994
ALL THE PLEASURE. NONE OF THE GUILT.	Hong Kong	B8976/2000	Jul-03-1999
ALL THE PLEASURE. NONE OF THE GUILT.	Hong Kong	B8977/2000	Jul-03-1999
SHIVER	Hong Kong	B06393/2000	Jul-03-1999
TCBY	Hong Kong	B608/1989	May-06-1987
TCBY	Hong Kong	B09344/1998	Oct-28-1994
TCBY	Hong Kong	B09345/1998	Oct-28-1994

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
TCBY	Hong Kong	B09346/1998	Oct-28-1994
TCBY (English) + "ANGEL ICE KING" (Chinese letters)	Hong Kong	03750/1997	Apr-27-1995
TCBY (English) + "ANGEL ICE KING" (Chinese letters)	Hong Kong	04727/1997	Apr-27-1995
TCBY (English) + "ANGEL ICE KING" (Chinese letters)	Hong Kong	B11067/1997	May-03-1995
TCBY (in Chinese Characters)	Hong Kong	05235/1997	May-03-1995
"TCBY"	Hungary	139139	Sep-24-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Hungary	146349	Sep-24-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Iceland	34669	Jan-27-1994
"TCBY"	India	651631B	Jan-10-1995
"TCBY" THE COUNTRY'S BEST YOGURT	India	650773	Jan-02-1995
TCBY THE COUNTRY'S BEST YOGURT	India	(650773)	(Jan-02-1995)
TCBY	Indonesia	(D00.2003. 26003.26213)	(Sep-18-2003)
TCBY	Indonesia	(D00.2003. 26002.26212)	(Sep-18-2003)
TCBY	Ireland	208841	Apr-20-1998
TCBY (Stylized)	Ireland	208840	Apr-20-1998
TCBY THE COUNTRY'S BEST YOGURT (& Device)	Ireland	221997	Apr-20-1998
TCBY THE COUNTRY'S BEST YOGURT (& Device)	Ireland	221998	Apr-20-1998
"TCBY" THE COUNTRY'S BEST YOGURT (in Hebrew characters)	Israel	75388	Nov-03-1995
ALL THE PLEASURE. NONE OF THE GUILT.	Israel	82216	Sep-07-1995
ALL THE PLEASURE. NONE OF THE GUILT. (in Hebrew characters)	Israel	75387	Sep-07-1995
TCBY MEITAV YOGURT HA'ARETZ	Israel	84243	Feb-04-1996
TCBY THE COUNTRY'S BEST YOGURT	Israel	82315	Feb-04-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Jamaica	B27,997	Sep-06-1993
JUICE WORKS (& Device)	Jamaica	B33,670	Sep-04-1998
"TCBY"	Japan	3140122	Apr-30-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Japan	2430783	Jun-30-1992
"TCBY" THE COUNTRY'S BEST YOGURT	Japan	2373781	Jan-31-1992
"TCBY" THE COUNTRY'S BEST YOGURT	Japan	3140123	Oct-31-1995
"TCBY" THE COUNTRY'S BEST YOGURT (in English) FROZEN YOGURT (in Katakana)	Japan	3140124	Apr-30-1996
ALL THE PLEASURE. NONE OF THE GUILT.	Japan	2277089	Oct-31-1990
TCBY	Japan	2122417	Mar-27-1989
TCBY (with Katakana characters)	Japan	2288727	Dec-26-1990

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
TCBY (with Katakana characters)	Japan	2280886	Nov-30-1990
TCBY (with Katakana characters)	Japan	2277088	Oct-31-1990
TCBY YOGURT	Japan	3088181	Oct-31-1995
"TCBY"	Jordan	36312	Sep-18-1994
"TCBY"	Jordan	36311	Sep-18-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Kazakhstan	14241	Sep-06-2002
"TCBY" THE COUNTRY'S BEST YOGURT	Kuwait	24828	May-03-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Kyrgyzstan	3588	Aug-30-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Latvia	M-95-1327	Aug-28-1995
"TCBY"	Lebanon	63843	Sep-06-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Lebanon	63844	Aug-18-1994
"TCBY" THE COUNTRY'S BEST YOGURT (& Design)	Lithuania	29672	Aug-28-1995
"TCBY" THE COUNTRY'S BEST YOGURT	Macao	13516M	Jan-31-1995
"TCBY" THE COUNTRY'S BEST YOGURT	Macao	13517M	Jan-31-1995
"TCBY" THE COUNTRY'S BEST YOGURT	Macao	13518M	Jan-31-1995
ANGEL ICE KING (Chinese Characters)	Macao	15260M	Apr-20-1996
"TCBY" THE COUNTRY'S BEST YOGURT*	Malaysia	97/18484	Jan-12-1997
"TCBY" TREATS*	Malaysia	(96/05764)	(May-30-1996)
ALL THE PLEASURE. NONE OF THE GUILT.*	Malaysia	97/18483	Jan-12-1997
ALL THE PLEASURE. NONE OF THE GUILT.*	Malaysia	(96/05765)	(May-30-1996)
SHIVER*	Malaysia	(96/05768)	(May-30-1996)
TCBY	Malaysia	86/01500	Apr-04-1986
TCBY THE COUNTRY'S BEST YOGURT	Malaysia	96/05763	May-30-1996
TCBY TREATS*	Malaysia	(96/05770)	(May-30-1996)
YOG-A-BAR	Malaysia	96/05761	May-30-1996
YOG-A-BAR	Malaysia	(96/05767)	(May-30-1996)
YOGWICH	Malaysia	96/05760	May-30-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Mexico	397911	Nov-15-1990
"TCBY" THE COUNTRY'S BEST YOGURT	Mexico	397910	Nov-15-1990
PLACER SIN PECADO*	Mexico	479582	Sep-22-1994
TCBY TREATS	Mexico	530660	Aug-21-1996
TCBY TREATS	Mexico	549937	Aug-21-1996
TCBY TREATS	Mexico	549936	Aug-21-1996
"TCBY"	Moldova	4975	Jun-16-1995
"TCBY" THE COUNTRY'S BEST YOGURT	Morocco (Casablanca-Zone 1 Only)	52,107	Sep-29-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Netherland Antilles	4323	Aug-30-1993
TCBY	Netherland Antilles	4324	Dec-31-2001
ALL THE PLEASURE. NONE OF THE GUILT.	New Zealand	B172138	May-14-1987

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
TCBY	New Zealand	B169794	Jan-06-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Nicaragua	263,305	Jun-08-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Nicaragua	263,304	Jun-08-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Norway	166705	Jun-14-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Oman	(10010)	(Feb-09-1993)
"TCBY" THE COUNTRY'S BEST YOGURT	Panama	64122	Dec-11-1992
"TCBY" THE COUNTRY'S BEST YOGURT	Panama	64124	Dec-11-1992
"ALL THE PLEASURE. NONE OF THE GUILT."	Peru	76027	Dec-21-1998
"PURO GUSTO. CERO CULPA."	Peru	76028	Dec-21-1998
"TCBY" THE COUNTRY'S BEST YOGURT	Peru	2681	Nov-16-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Peru	4704	Dec-30-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Peru	1399	Dec-30-1993
"TODO EL GUSTO. NADA DE CULPA."	Peru	76026	Dec-21-1998
"THE COUNTRY'S BEST YOGURT"	Philippines	(To be provided)	Dec-13-1999
TCBY	Poland	118400	Dec-10-2000
TCBY*	Poland	120582	May-12-2000
"TCBY" THE COUNTRY'S BEST YOGURT	Portugal	291486	Jul-20-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Portugal	291487	Jul-20-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Portugal	291488	Jul-20-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Puerto Rico	7,441	Feb-19-1990
ALL THE PLEASURE. NONE OF THE GUILT.	Puerto Rico	7,437	Feb-19-1990
"TCBY"	Russian Federation	118723	Apr-26-1993
TCBY TCBY "TCBY"	Saint Vincent & the Grenadines	(1000053)	(Jun-19-2001)
TCBY THE COUNTRY'S BEST YOGURT TCBY THE COUNTRY'S BEST YOGURT	Saint Vincent & the Grenadines	(1000052)	(Jun-19-2001)
"TCBY" THE COUNTRY'S BEST YOGURT	Saudi Arabia	281/90	Oct-20-1993
"TCBY" THE COUNTRY'S BEST YOGURT	Saudi Arabia	281/91	Oct-20-1993
"TCBY"	Singapore	T86/00716Z	Feb-21-1986
"TCBY" ALL THE PLEASURE. NONE OF THE GUILT.	Singapore	S/9323/96	Sep-02-1996
"TCBY" ALL THE PLEASURE. NONE OF THE GUILT.	Singapore	S/9321/96	Sep-02-1996
"TCBY" ALL THE PLEASURE. NONE OF THE GUILT.	Singapore	S/9322/96	Sep-02-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Singapore	T96/09315H	Sep-02-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Singapore	T96/09316F	Sep-02-1996
"TCBY" THE COUNTRY'S BEST YOGURT	Singapore	S/9317/96	Sep-02-1996
"TCBY" TREATS	Singapore	S/9320/96	Sep-02-1996
"TCBY" TREATS	Singapore	S/9319/96	Sep-02-1996
"TCBY" TREATS	Singapore	T96/09318B	Sep-02-1996

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
SHIVER	Singapore	T96/09326C	Jan-15-1999
YOG-A-BAR	Singapore	T96/09325E	Sep-02-1996
YOGWICH	Singapore	S/9324/96	Sep-02-1996
"TCBY" THE COUNTRY'S BEST YOGURT	South Africa	93/5370	Jun-25-1993
"TCBY" THE COUNTRY'S BEST YOGURT	South Africa	93/5372	Jun-25-1993
"TCBY" THE COUNTRY'S BEST YOGURT	South Africa	93/5371	Jun-25-1993
"TCBY"	South Korea	25112	Oct-12-1994
"TCBY" (Stylized)	South Korea	333137	Feb-06-1996
TCBY	South Korea	7880	Dec-31-1987
TCBY	South Korea	263143	May-17-1993
"TCBY" THE COUNTRY'S BEST YOGURT (Stylized Letters)	Spain	M2535273	Feb-23-1993
"TCBY" THE COUNTRY'S BEST YOGURT (Stylized Letters)	Spain	1923701	Jun-05-1995
JUICE WORKS	Spain	2165437	Apr-20-1999
PLACER SIN PECADO*	Spain	1806296	Feb-28-1994
TCBY	Spain	1141152/X	Feb-03-1987
"TCBY" THE COUNTRY'S BEST YOGURT	Sweden	315480	Aug-09-1996
"TCBY" YOGURT (Design)	Sweden	224 193	Jun-04-1991
ALL THE PLEASURE. NONE OF THE GUILT.	Switzerland	377731	Feb-03-1989
TICBY	Switzerland	371001	Feb-03-1989
TCBY	Syria	78855	Jan-22-2002
"TCBY"	Taiwan	852737	May-6-1999
"TCBY" (& Device)	Taiwan	30185	Jun-6-1988
"TCBY" THE COUNTRY'S BEST YOGURT	Tajikistan	2165	Jun-30-1995
"TCBY" THE COUNTRY'S BEST YOGURT	Thailand	429646	Sep-17-1990
TCBY THE COUNTRY'S BEST YOGURT	Trinidad & Tobago	(22967)	(Aug-10-1994)
"TCBY"	Turkey	155717	Oct-06-1994
"TCBY" THE COUNTRY'S BEST YOGURT	Turkmenistan	4808	Jul-25-2000
"TCBY" THE COUNTRY'S BEST YOGURT	Ukraine	15126	Aug-15-2000
"TCBY" THE COUNTRY'S BEST YOGURT	United Arab Emirates (UAE)	5480	May-03-1995
"TCBY" THE COUNTRY'S BEST YOGURT	United Arab Emirates (UAE)	5479	May-03-1995
TCBY THE COUNTRY'S BEST YOGUR(T)	Uruguay	267.285	Jul-31-1995
"TCBY" THE COUNTRY'S BEST YOGURT	Uzbekistan	6347	May-22-1997
"TCBY" THE COUNTRY'S BEST YOGURT	Venezuela	P209201	Jan-08-1999
"TCBY" THE COUNTRY'S BEST YOGURT	Venezuela	P209221	Jan-08-1999
"TCBY" THE COUNTRY'S BEST YOGURT	Venezuela	S1683	Jul-10-1995
"SHIVER"	Vietnam	25127	Sep-13-1997
"TCBY"	Vietnam	22253	Sep-09-1996
"TCBY"	Vietnam	22254	Sep-09-1996
"TCBY"	Vietnam	22255	Sep-09-1996

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
"TCBY" ALL THE PLEASURE. NONE OF THE GUILT.	Vietnam	27903	Aug-10-1998
"TCBY" ALL THE PLEASURE. NONE OF THE GUILT.	Vietnam	27904	Aug-10-1998
"TCBY" ALL THE PLEASURE. NONE OF THE GUILT.	Vietnam	27905	Aug-10-1998
"TCBY" THE COUNTRY'S BEST YOGURT	Vietnam	25124	Sep-13-1997
"TCBY" THE COUNTRY'S BEST YOGURT	Vietnam	25125	Sep-13-1997
"TCBY" THE COUNTRY'S BEST YOGURT	Vietnam	25126	Sep-13-1997
"TCBY" TREATS	Vietnam	29007	Dec-11-1998
"YOG-A-BAR"	Vietnam	25128	Sep-13-1997
"YOGWICH"	Vietnam	25292	Oct-17-1997
YOGWICH (& Design)	Vietnam	25293	Oct-17-1997
"TCBY" THE COUNTRY'S BEST YOGURT	Zimbabwe	B1022/97	Jun-20-1997
"TCBY" THE COUNTRY'S BEST YOGURT	Zimbabwe	B1023/97	Jun-20-1997
"TCBY" THE COUNTRY'S BEST YOGURT	Zimbabwe	B1021/97	Jun-20-1997

SCHEDULE V
(The Mrs. Fields' Brand, Inc.)

Notice Addresses:

The Mrs. Fields' Brand, Inc.
2855 E. Cottonwood Parkway, Suite 400
Salt Lake City, UT 84121

The Bank of New York,
as Trustee
101 Barclay Street, Floor 8 West
New York, New York 10286
Attn: Corporate Trust Administration

Trademarks:

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
1-800-COOKIES	United States	2,741,280	Jul-29-2003
CAKIES	United States	1,918,965	Sep-12-1995
COCOMAC	United States	1,843,103	Jul-05-1994
COOKIE POP	United States	1,472,531	Jan-12-1988
DEBBIE FIELDS	United States	(78/342,463)	(Dec-17-2003)
DEBBIE FIELDS	United States	(78/342,458)	(Dec-17-2003)
DEBBIE FIELDS	United States	(78/342,455)	(Dec-17-2003)
DEBBIE FIELDS	United States	(78/342,453)	(Dec-17-2003)
DEBRA'S SPECIAL	United States	1,840,761	Jun-21-1994
GOOD ENOUGH NEVER IS	United States	1,543,094	Jun-06-1989
HOT SAM	United States	1,827,896	Mar-22-1994
HOT SAM (& Design)*	United States	994,053	Sep-24-1974
HOT SAM (& Design)*	United States	1,561,517	Oct-17-1989
HOT SAM (Stylized)	United States	989,707	Jul-30-1974
LEARNING IS SWEET	United States	2,613,456	Aug-28-2002
MRS. FIELDS (& Design)	United States	1,983,184	Jul-02-1996
MRS. FIELDS (& Design)*	United States	1,791,781	Sep-07-1993
MRS. FIELDS (Stylized)	United States	1,299,149	Oct-02-1984
MRS. FIELDS (Stylized)	United States	2,672,138	Jan-07-2003
MRS. FIELDS COOKIES (& Design)	United States	1,256,315	Nov-01-1983

(* Mark will be abandoned in due course.)

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
MRS. FIELDS COOKIES (& Design)	United States	1,241,619	Jun-07-1983
MRS. FIELDS PREMIUM COOKIES	United States	2,680,419	Jan-28-2003
NIBBLERS	United States	2,020,111	Dec-03-1996
PRETZEL STIX	United States	(78/338,924)	(Dec-10-2003)
QSI SOLUTIONS	United States	2,425,250	Jan-30-2001
QUICK SERVE IMPULSE SOLUTIONS	United States	2,425,251	Jan-30-2001
R & R BOURBON STREET*	United States	1,302,975	Oct-30-1984
THE ORIGINAL COOKIE CO.	United States	1,374,117	Dec-03-1985
THE ORIGINAL COOKIE CO. (& Design)	United States	1,430,447	Feb-24-1987
THE ORIGINAL COOKIE COMPANY, INC.	United States	1,404,285	Aug-05-1986
THE PRETZEL OVEN	United States	2,125,722	Dec-30-1997
MRS. FIELDS (& Design)	Argentina	1,565,485	Jul-03-1995
MRS. FIELDS (Stylized)	Australia	730311	Mar-21-1997
MRS. FIELDS COOKIES (& Design)	Australia	A387,707	Feb-21-1983
MRS. FIELDS COOKIES (& Design)	Austria	104 232	Dec-02-1983
MRS. FIELDS (& Design)	Bahrain	15098	Jun-16-1992
MRS. FIELDS	Benelux	456,816	Sep-01-1989
MRS. FIELDS (& Design)	Benelux	452,875	Dec-29-1988
MRS. FIELDS (& Design)	Benelux	596603	Mar-20-1996
MRS. FIELDS (Script)	Benelux	456,817	Dec-29-1988
MRS. FIELDS (Stylized)	Benelux	596602	Mar-20-1996
MRS. FIELDS (Word Mark)	Benelux	597268	Mar-20-1996
MRS. FIELDS COOKIES (& Design)	Benelux	390,942	Jul-05-1983
MRS. FIELDS	Brazil	819117528	Sep-04-2001
MRS. FIELDS	Brazil	819117510	Sep-04-2001
MRS. FIELDS	Brazil	819117536	Sep-08-1999
MRS. FIELDS	Brazil	819117480	Sep-04-2001
MRS. FIELDS	Brazil	(819117501)	(Feb-09-1996)
MRS. FIELDS	Brazil	(819117498)	(Feb-09-1996)
MRS. FIELDS	Brazil	(819117471)	(Feb-09-1996)
MRS. FIELDS COOKIES (& Design)	Brazil	811434265	Mar-26-1985
MRS. FIELDS	Canada	390,085	Nov-15-1991
MRS. FIELDS COOKIES (& Design)	Canada	288,645	Mar-09-1984
MRS. FIELDS COOKIES (& Design)	Canada	298,484	Dec-28-1984
MRS. FIELDS PREMIUM COOKIES	Canada	598,441	Dec-31-2003
MRS. FIELDS	Chile	577.331	Sep-25-2000

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
MRS. FIELDS (& Design)	Chile	577.330	Sep-25-2000
MRS. FIELDS (Stylized)	China P.R.	853189	Jul-07-1996
MRS. FIELDS PREMIUM COOKIES	China P.R.	(3,217,146)	(Dec-20-2001)
MRS. FIELDS COOKIES (& Design)	Colombia	119663	Sep-09-1987
MRS. FIELDS (& Design)	Costa Rica	93449	Oct-11-1995
MRS. FIELDS (& Design)	Costa Rica	93448	Oct-11-1995
MRS. FIELDS (Stylized)	Denmark	VR 05-957-1991	Sep-20-1991
MRS. FIELDS (Word mark)	Denmark	VR 05-956-1991	Sep-20-1991
MRS. FIELDS	Dominican Rep.	93,255	Oct-15-1997
MRS. FIELDS	Dominican Rep.	93,236	Oct-15-1997
MRS. FIELDS	Dominican Rep.	94,912	Jan-15-1998
MRS. FIELDS	Dominican Rep.	93,318	Oct-15-1997
MRS. FIELDS	Dominican Rep.	93,270	Oct-15-1997
MRS. FIELDS (& Design)	Dominican Rep.	93,240	Oct-15-1997
MRS. FIELDS (& Design)	Dominican Rep.	93,325	Oct-15-1997
MRS. FIELDS (& Design)	Dominican Rep.	93,254	Oct-15-1997
MRS. FIELDS (& Design)	Dominican Rep.	93,216	Oct-15-1997
MRS. FIELDS (& Design)	Dominican Rep.	93,272	Oct-15-1997
MRS. FIELDS (Stylized)	Dominican Rep.	93,271	Oct-15-1997
MRS. FIELDS (Stylized)	Dominican Rep.	93,215	Oct-15-1997
MRS. FIELDS (Stylized)	Dominican Rep.	93,326	Oct-15-1997
MRS. FIELDS (Stylized)	Dominican Rep.	93,253	Oct-15-1997
MRS. FIELDS (Stylized)	Dominican Rep.	93,237	Oct-15-1997
MRS. FIELDS (& Design)	Ecuador	7032	May-10-2000
MRS. FIELDS (& Design)	Ecuador	20314	Aug-07-2002
MRS. FIELDS (Stylized)	Ecuador	20313	Aug-17-2001
MRS. FIELDS (& Design)	Egypt	93659	Dec-20-1994
MRS. FIELDS (& Device)	European Community	382036	Sep-17-1996
MRS. FIELDS (Stylized)	European Community	381632	Sep-17-1996
MRS. FIELDS (Word Mark)	European Community	381756	Sep-17-1996
MRS. FIELDS	France	1,612,190	Dec-29-1988
MRS. FIELDS (& Design)	France	1,588,357	Dec-29-1988
MRS. FIELDS (& Design)	France	1,323,862	Sep-20-1985
MRS. FIELDS (Stylized)	France	1,612,191	Dec-29-1988
MRS. FIELDS COOKIES (& Design)	France	1,214,324	Sep-30-1982

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
RS. FIELDS	Germany	1,154,162	Dec-30-1988
MRS. FIELDS (& Design)	Germany	1,152,679	Dec-30-1988
MRS. FIELDS (Stylized)	Germany	1,152,680	Dec-30-1988
MRS. FIELDS COOKIES (& Design)	Germany	1,074,289	Oct-30-1982
MRS. FIELDS (& Design)	Great Britain	B1368547	Dec-29-1988
MRS. FIELDS (Stylized)	Great Britain	1,183,011	Jun-07-1982
MRS. FIELDS PREMIUM COOKIES	Great Britain	2,298,111	Apr-04-2003
MRS. FIELDS	Greece	92,091	Jan-18-1989
MRS. FIELDS	Greece	92,090	Jan-18-1989
MRS. FIELDS (Stylized)	Hong Kong	2822/92	Apr-11-1986
MRS. FIELDS COOKIES (& Design)	Hong Kong	1700/85	Feb-07-1983
MRS. FIELDS PREMIUM COOKIES	Hong Kong	09653	Jul-31-2003
MRS. FIELDS (& Design)	India	(742809)	(Jan-02-1997)
MRS. FIELDS (& Design)	India	(742810)	(Jan-02-1997)
MRS. FIELDS (& Design)	India	(742811)	(Jan-29-1997)
MRS. FIELDS (Stylized)	India	(742806)	(Jan-02-1997)
MRS. FIELDS (Stylized)	India	(742807)	(Jan-02-1997)
MRS. FIELDS (Stylized)	India	(742808)	(Jan-02-1997)
MRS. FIELDS (Word Mark)	India	(742803)	(Jan-02-1997)
MRS. FIELDS (Word Mark)	India	(742804)	(Jan-02-1997)
MRS. FIELDS (Word Mark)	India	(742805)	(Jan-02-1997)
MRS. FIELDS COOKIES (& Design)	Indonesia	332.897	May-02-1995
MRS. FIELDS (Stylized)	Ireland	134104	Dec-29-1988
MRS. FIELDS COOKIES (& Design)	Ireland	113314	Aug-17-1983
MRS. FIELDS	Israel	124208	Nov-26-1998
MRS. FIELDS	Israel	124212	Nov-26-1998
MRS. FIELDS	Israel	124210	Nov-26-1998
MRS. FIELDS (Stylized)	Israel	124209	Nov-26-1998
MRS. FIELDS (Stylized)	Israel	124207	Nov-26-1998
MRS. FIELDS (Stylized)	Israel	124211	Nov-26-1998
MRS. FIELDS	Italy	857864	Dec-19-2001
MRS. FIELDS (& Design)	Italy	572279	Jan-03-1989
MRS. FIELDS (Stylized)	Italy	572278	Jan-03-1989
MRS. FIELDS COOKIES (& Design)	Italy	456744	Aug-18-1983
MRS. FIELDS (& Design)	Japan	1,777,504	Jun-25-1985
MRS. FIELDS COOKIES	Japan	1,808,419	Sep-27-1985
MRS. FIELDS PREMIUM COOKIES	Japan	4636659	Jan-17-2003

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
MRS. FIELDS (& Design)	Jordan	5575	Feb-04-1995
MRS. FIELDS (& Design)	Jordan	37074	Feb-04-1995
MRS. FIELDS COOKIES (& Design)	Kuwait	23969	Sep-21-1992
MRS. FIELDS (& Design)	Lebanon	64719	Dec-29-1994
MRS. FIELDS	Malaysia	96/12078	Oct-04-1996
MRS. FIELDS (& Design)	Malaysia	83/01700	Dec-15-1983
MRS. FIELDS (Stylized)	Malaysia	96/12079	Oct-04-1996
MRS. FIELDS (Stylized)	Malaysia	96/12080	Oct-04-1996
MRS. FIELDS (Stylized)	Malaysia	96/12081	Oct-04-1996
MRS. FIELDS (Word Mark)	Malaysia	96/12077	Oct-04-1996
MRS. FIELDS (Word Mark)	Malaysia	96/12082	Aug-11-2000
MRS. FIELDS (& Design)	Mexico	473406	Sep-14-1994
MRS. FIELDS (& Design)	Mexico	465216	Jun-30-1994
MRS. FIELDS COOKIES (& Design)	Mexico	385670	Jul-21-1984
MRS. FIELDS PREMIUM COOKIES	Mexico	(549734)	(Jun-03-2002)
MRS. FIELDS (& Design)	Morocco	55254	Nov-11-1994
MRS. FIELDS (Stylized)	Namibia	B96/0228	Feb-26-1996
MRS. FIELDS (Stylized)	Namibia	B96/0232	Feb-26-1996
MRS. FIELDS (Stylized)	Namibia	B96/0231	Feb-26-1996
MRS. FIELDS (Stylized)	Namibia	B96/0235	Feb-26-1996
MRS. FIELDS (Stylized)	Namibia	B96/0229	Feb-26-1996
MRS. FIELDS (Stylized)	Namibia	B96/0233	Feb-26-1996
MRS. FIELDS (Stylized)	Namibia	B96/0230	Feb-26-1996
MRS. FIELDS (Stylized)	Namibia	B96/0234	Feb-26-1996
MRS. FIELDS COOKIES (& Design)	New Zealand	146546	Apr-06-1983
MRS. FIELDS COOKIES (& Design)	Norway	120536	Apr-11-1985
MRS. FIELDS (& Design)	Oman	6993	Sep-16-2001
MRS. FIELDS (& Design)	Panama	75728	May-26-1995
MRS. FIELDS (& Design)	Panama	75720	Aug-19-1996
MRS. FIELDS	Peru	24140	Jan-11-2001
MRS. FIELDS (& Design)	Peru	21812	Apr-13-2000
MRS. FIELDS (& Design)	Peru	24422	Jan-30-2001
MRS. FIELDS (Stylized)	Peru	21649	Apr-13-2000
MRS. FIELDS (Stylized)	Peru	24597	Feb-20-2001
MRS. FIELDS (Word Mark)	Peru	21648	Apr-13-2000
MRS. FIELDS COOKIES (& Design)	Philippines	52493	Apr-01-1992
MRS. FIELDS COOKIES (& Design)	Philippines	41947	Nov-28-1988

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
MRS. FIELDS	Portugal	252291	Jan-04-1993
MRS. FIELDS	Portugal	252392	Nov-17-1993
MRS. FIELDS (& Design)	Portugal	252293	Jan-04-1993
MRS. FIELDS (& Design)	Portugal	252292	Jul-14-1992
MRS. FIELDS (& Design)	Qatar	9703	May-19-1992
MRS. FIELDS (& Design)	Russian Federation	160662	Jan-30-1998
MRS. FIELDS (Stylized)	Russian Federation	160661	Jan-30-1998
MRS. FIELDS (Word Mark)	Russian Federation	161944	Mar-06-1998
MRS. FIELDS (& Design)	Singapore	T82/05839H	Nov-04-1982
MRS. FIELDS (Stylized)	Singapore	1417/86	Apr-08-1986
MRS. FIELDS	South Africa	96/02060	Feb-19-1996
MRS. FIELDS	South Africa	96/02063	Feb-19-1996
MRS. FIELDS	South Africa	96/02061	Feb-19-1996
MRS. FIELDS	South Africa	96/02062	Feb-19-1996
MRS. FIELDS (Stylized)	South Africa	96/02066	Feb-19-1996
MRS. FIELDS (Stylized)	South Africa	96/02065	Feb-19-1996
MRS. FIELDS (Stylized)	South Africa	96/02067	Feb-19-1996
MRS. FIELDS (Stylized)	South Africa	96/02064	Feb-19-1996
MRS. FIELDS COOKIES (& Design)	South Africa	83/0087	Jan-06-1983
MRS. FIELDS	South Korea	378936	Oct-21-1997
MRS. FIELDS	South Korea	387330	Dec-22-1997
MRS. FIELDS	South Korea	395676	Feb-17-1998
MRS. FIELDS	South Korea	64723	Nov-15-2000
MRS. FIELDS	South Korea	40-453494	Aug-25-1999
MRS. FIELDS (Stylized)	South Korea	367936	Jul-07-1997
MRS. FIELDS (Stylized)	South Korea	378937	Oct-21-1997
MRS. FIELDS (Stylized)	South Korea	395677	Feb-17-1998
MRS. FIELDS (Stylized)	South Korea	64724	Nov-15-2000
MRS. FIELDS (Stylized)	South Korea	387331	Dec-22-1997
MRS. FIELDS COOKIES (& Design)	South Korea	180,669	Oct-06-1989
MRS. FIELDS PREMIUM COOKIES	South Korea	556913	Aug-20-2003
MRS. FIELDS	Spain	1,293,697	May-06-1991
MRS. FIELDS	Spain	1,293,696	Mar-20-1991
MRS. FIELDS (& Design)	Spain	1,293,700	May-06-1991
MRS. FIELDS (& Design)	Spain	1,045,025	Sep-05-1984
MRS. FIELDS (Stylized)	Spain	1,293,699	May-06-1991
MRS. FIELDS (Stylized)	Spain	1,293,698	Mar-20-1991

Mark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
MRS. FIELDS	Swaziland	175/96	Mar-13-1996
MRS. FIELDS (Stylized)	Swaziland	176/96	Mar-13-1996
MRS. FIELDS COOKIES (Design Only)	Sweden	190,895	Mar-30-1984
MRS. FIELDS	Switzerland	437760	Feb-22-1996
MRS. FIELDS (Stylized)	Switzerland	437806	Feb-22-1996
MRS. FIELDS (& Design)	Taiwan	312093	Jan-16-1986
MRS. FIELDS PREMIUM COOKIES	Taiwan	1,030,861	Jan-15-2003
MRS. FIELDS	Tangier	10142	Nov-29-1994
MRS. FIELDS COOKIES (& Design)	Thailand	TM81184	Sep-06-1988
MRS. FIELDS (& Design)	Turkey	179433	Nov-25-1996
MRS. FIELDS (& Design)	Turkey	179256	Nov-25-1996
MRS. FIELDS (Stylized)	Turkey	178302	Nov-25-1996
MRS. FIELDS (Stylized)	Turkey	180318	Nov-25-1996
MRS. FIELDS (Word Mark)	Turkey	178301	Nov-25-1996
MRS. FIELDS (Word Mark)	Turkey	180319	Nov-25-1996
MRS. FIELDS (& Design)	United Arab Emirates	11498	Sep-04-1995
MRS. FIELDS COOKIES (& Design)	Venezuela	119,985	Apr-25-1986

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

FOUR TIMES SQUARE
NEW YORK 10036-6522

TELEPHONE No.: (212) 735-3000
FACSIMILE No.: (212) 735-2000

DIRECT FACSIMILE No: (917) 777-5103
EMAIL: frobinso@skadden.com



FACSIMILE TRANSMITTAL SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: Assignment Division

FIRM: U.S. Patent and Trademark Office

CITY: Arlington DATE: March 19, 2004

TELEPHONE No.: (703) 308-9723

FACSIMILE No.: (703) 306-5995

FROM: Faith C. Robinson FLR/RM: 26-304

REFERENCE No.: 013430/17 DIRECT DIAL: (212) 735-5103

TOTAL NUMBER OF PAGES INCLUDING COVER(S): 43

THIS FACSIMILE IS INTENDED ONLY FOR USE OF THE ADDRESSEE(S) NAMED HEREIN AND MAY CONTAIN LEGALLY PRIVILEGED AND/OR CONFIDENTIAL INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, YOU ARE HEREBY NOTIFIED THAT ANY DISEMINATION, DISTRIBUTION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ADDRESS ABOVE VIA THE LOCAL POSTAL SERVICE. WE WILL REIMBURSE ANY COSTS YOU INCUR IN NOTIFYING US AND RETURNING THE FACSIMILE TO US.

MESSAGE: **Trademarks**

The Commissioner is hereby authorized to charge any fees in connection with the attached recordation request to **Skadden, Arps Deposit Account No. 19-2385 (Our Ref: 013430/17)**

Faith C. Robinson
Trademark Legal Assisant