

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Trademarks, Names, Intellectual Property & Trade Secrets

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Everything Yogurt Brands, Inc.		08/14/2003	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Everything Yogurt Brands, LLC
Street Address:	17 Elm Street
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1474620	GOOD HEALTH IS EVERYTHING
Registration Number:	2355304	GREENLEAF'S GRILLE
Registration Number:	2364637	GRETEL'S PRETZELS
Serial Number:	78275860	EVERYTHING YOGURT & SALAD CAFE
Serial Number:	78276847	BANANAS
Registration Number:	1056795	EVERYTHING YOGURT
Registration Number:	1078128	EVERYTHING YOGURT
Registration Number:	1336180	BANANAS
Registration Number:	1460447	SOUTH PHILLY STEAKS & FRIES

CORRESPONDENCE DATA

Fax Number: (703)610-6200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-610-6159
 Email: boxip@hhlaw.com

CH \$240.00 1474620

Correspondent Name: Valerie Brennan
Address Line 1: 8300 Greensboro Drive, Suite 1100
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

69855.03

NAME OF SUBMITTER:

Valerie Brennan

Total Attachments: 3
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**ASSIGNMENT AND ASSUMPTION OF TRADEMARKS, NAMES,
INTELLECTUAL PROPERTY & TRADE SECRETS**

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS AND NAMES, dated this 14th day of August, 2003 by and between Everything Yogurt Brands, Inc. ("Assignor"), and Everything Yogurt Brands, LLC ("Assignee").

WHEREAS, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest (including goodwill) in and to certain trademarks (registered and unregistered) and names and in and to certain trade secrets, including recipes, manuals, policies and procedures (collectively "trade secrets") as hereinafter provided; and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to such trademarks, names and trade secrets.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignment. Assignor does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title and interest (including goodwill), if any, in and all to all of Assignor's trademarks (registered and unregistered), trade names, logos, copyrights and patents and trade secrets (collectively, the "Names") including, but not limited to:

- (a) those certain marks registered in the Patent and Trademark Office of the United States of America, under (i) registration No. 1056795 issued January 18, 1977 (Everything Yogurt), (ii) registration No. 1078128 issued November 22, 1977 (Everything Yogurt), (iii) registration No. 1336180 issued May 14, 1985 (Bananas), (iv) registration No. 1460447 issued October 6, 1987 (South Philly Steaks & Fries) (v) registration No. 1474620 issued January 26, 1988 (Good Health is Everything) (vi) registration No. 2355304 issued June 6, 2000 (Greenleaf's Grille) (vii) registration No. 2364637 issued July 4, 2000 (Gretel's Pretzels);

(b) those certain trademark applications: Application No. (Serial #'s) 78275860 filed July 18, 2003 (Everything Yogurt & Salad Café), No. 78276847 filed July 21, 2003 (Bananas); and

(c) all variations of the aforesaid trademarks and trade names.

2. Assumption. Assignee hereby accepts the foregoing assignment of the Names and hereby assumes all duties and obligations of Assignor under the Names assigned herein.

IN WITNESS WHEREOF, of this Assignment and Assumption of Trademark and Names has been signed, sealed and delivered by the parties as of the date first above written.

ASSIGNOR: Everything Yogurt Brands, Inc.

By:  [Seal]

Name: Anthony Scotto

Title: Executive Vice President

ASSIGNEE: Everything Yogurt Brands, LLC

By:  [Seal]

Anthony Scotto, Executive Vice President

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

The foregoing instrument was acknowledged before me this 14th day of August, 2003 by Anthony Scotto, as Executive Vice President of Everything Yogurt Brands, Inc., the Assignor. He is personally known to me.



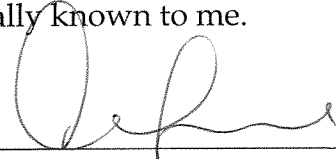
Notary, the State of New Jersey

CONNIE A. CAFONE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/11/2007

[Acknowledgements continued on next page]

STATE OF NEW JERSEY)
) SS:
COUNTY OF MORRIS)

The foregoing instrument was acknowledged before me this 14th day of August, 2003, by Anthony Scotto, as Executive Vice President of Everything Yogurt Brands, LLC, the Assignee. He is personally known to me.



Notary, the State of New Jersey

CONNIE A. CAFONE
NOTARY PUBLIC OF NEW JERSEY

Commission Expires 6/11/2007