

03-22-2004

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

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

102700455

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

1. Name of conveying party(ies):

Pretzelmaker, LLC

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other LLC-Utah

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

2. Name and address of receiving party(ies)

Name: Pretzelmaker Franchising, LLC

Internal Address: Suite 400

Street Address: 2855 E. Cottonwood Parkway

City: Salt Lake State: Utah Zip: 84121

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other LLC-Delaware

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: March 16, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rena Miller

Internal Address: (801) 736-5666 Suite 400

Street Address: 2855 E. Cottonwood Pkwy.

City: Salt Lake State: Utah Zip: 84121

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Rena Miller, Asst. Gen. Counsel

Signature

3/16/04

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 16

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

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01 FC:8521 40.00 DP 02 FC:8522 250.00 DP

TRADEMARK REEL: 002935 FRAME: 0404

TRADEMARKS**U.S. Registrations**
Pretzelmaker, Inc.

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
1	ALMOND HARVEST*	United States	2,104,999	Oct-14-1997
2	BLUEBERRY THRILL*	United States	2,097,200	Sep-16-1997
3	CINNFULLY DELICIOUS	United States	2,105,000	Oct-14-1997
4	HOWLIN' JALAPENO *	United States	2,103,010	Oct-07-1997
5	KNOTT PIZZA*	United States	2,104,998	Oct-14-1997
6	PRETZELMAKER KIDS	United States	2,259,600	Jul-06-1999
7	PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design)	United States	1,818,250	Jan-25-1994
8	RASPBERRY SPLASH*	United States	2,113,739	Nov-18-1997
9	TIED TO BE FIT	United States	2,017,894	Nov-19-1996

U.S. Applications
Pretzelmaker, Inc.

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
1	SERVING THE WORLD A PRETZEL AND A SMILE	United States	78/208,543	Jan-29-2003
2	WRAPZEL	United States	78/186,653	Nov-19-2002

UNITED STATES TRADEMARK ASSIGNMENT

This United States Trademark Assignment agreement (the "Assignment") is entered into this ___ day of March, 2004, between Pretzelmaker, LLC., a Utah limited liability company having its principal place of business at 2855 E. Cottonwood Parkway, Suite 400, Salt Lake City, Utah 84121 ("Assignor"), and Pretzelmaker Franchising, LLC, a Delaware limited liability company having its principal place of business at 2855 E. Cottonwood Parkway, Suite 400, Salt Lake City, Utah 84121 ("Assignee").

A. Assignor is the owner of the United States trademarks and service marks set forth on the attached Schedule A, all common rights relating thereto, and all registrations and applications relating thereto (the "Marks"); and

B. Assignor has agreed to assign the Marks and the goodwill of the business attendant thereto, if any, and the parties wish to memorialize the transfer of the Marks and goodwill of the business associated therewith to Assignee.

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

1. Assignment. Assignor does hereby sell, assign, transfer, and set over unto said Assignee, its entire right, title and interest in, to and under said Marks, together with the entire goodwill of the business in connection with which said Marks are used, and in and to all income, royalties, damages and payments now or thereafter due or payable with respect thereto in and to all causes of action (either at law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. Assumption. In consideration of the assignment set forth above, Assignee hereby agrees to assume all liabilities and obligations of the Assignor arising out of or related to the Marks, including without limitation, any such liabilities and obligations that arise from periods prior to the date of this Assignment.

3. Further Assurances. Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns, the rights transferred hereby, including without limitation, any documents necessary to record this Assignment with the United States Patent and Trademark Office and any other federal and state agency.

4. Miscellaneous.

(a) Governing Law. This Assignment shall be governed by the laws of the State of Utah (other than its rules of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby).

(b) Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute a single instrument.

[EXECUTION COPY]

(c) Descriptive Headings. Descriptive headings of the Sections of this Assignment are inserted for convenience only and shall not affect the meaning of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed below, on the date indicated, by a duly authorized officer thereof.

PRETZELMAKER, LLC

By: 
Name: Sandra Boffa
Title: Sr. Vice President

PRETZELMAKER FRANCHISING, LLC

By: 
Name: Michael Ward
Title: Sr. Vice President

SCHEDULE A

See Attached