

10-26-2004

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Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



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

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102867162

10-12-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Pretzel Time, LLC

3-16-04

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

Citizenship (see guidelines) _____

Execution Date(s) March 16, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Pretzel Time Franchising, LLC

Internal

Address: Suite 400

Street Address: 2855 E. Cottonwood Pkwy.

City: Salt Lake City

State: Utah

Country: U.S.A. Zip: 84121-7040

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Schedule A

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

Name: Rena Miller

Internal Address: Suite 400

Street Address: 2855 E. Cottonwood Pkwy.

City: Salt Lake

State: Utah Zip: 84121-7050

Phone Number: 801-736-5666

Fax Number: 801-736-5644

Email Address: renam@mrsfields.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 503146
Authorized User Name Rena Miller

10/12/04
M 7:26
OFF/FIELD

9. Signature:

Signature

Rena Miller

Name of Person Signing

10/12/04
Date

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

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003067 FRAME: 0547

SCHEDULE A

See Attached

TRADEMARKS**U.S. Registrations****Pretzel Time, Inc.**

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
1	FRESHNESS WITH A TWIST	United States	2,347,706	May-02-2000
2	PRETZEL TIME	United States	2,495,593	Oct-09-2001
3	PRETZEL TIME (& Design)	United States	1,875,649	Jan-24-1995
4	PRETZEL TIME (& Design)	United States	1,778,178	Jun-22-1993
5	PRETZELINI	United States	2,675,524	Jan-14-2003
6	ROLL IT, TWIST IT, BAKE IT ... FRESH	United States	2,446,885	Apr-24-2001

U.S. Applications**Pretzel Time, Inc.**

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
1	PRETZEL TIME DELI POCKETS	United States	78/186,661	Nov-19-2002

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02)

No. 0651-0027 (exp. 6/30/2005)

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RECORD
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03-22-2004



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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Pretzel Time, LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 16, 2004

2. Name and address of receiving party(ies)

Name: Pretzel Time Franchising, LLC

Internal

Address: Suite 400

Street Address: 2855 E. Cottonwood Pkwy.

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

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: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

- 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

Name of Person Signing

Rena Miller
Signature

3/16/04

Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARKS**U.S. Registrations****Pretzel Time, Inc.**

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
1	FRESHNESS WITH A TWIST	United States	2,347,706	May-02-2000
2	PRETZEL TIME	United States	2,495,593	Oct-09-2001
3	PRETZEL TIME (& Design)	United States	1,875,649	Jan-24-1995
4	PRETZEL TIME (& Design)	United States	1,778,178	Jun-22-1993
5	PRETZELINI	United States	2,675,524	Jan-14-2003
6	ROLL IT, TWIST IT, BAKE IT ... FRESH	United States	2,446,885	Apr-24-2001

U.S. Applications**Pretzel Time, Inc.**

<u>No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
1	PRETZEL TIME DELI POCKETS	United States	78/186,661	Nov-19-2002

UNITED STATES TRADEMARK ASSIGNMENT

This United States Trademark Assignment agreement (the "Assignment") is entered into this ___ day of March, 2004, between Pretzel Time, 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 Pretzel Time 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.

TCBY ENTERPRISES, INC.

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

TCBY SYSTEMS, LLC

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

*Great American
Cookies.*



CERTIFICATE OF MAILING BY "EXPRESS MAIL"

Express Mail Label No. EU190325417 US

I hereby certify that this correspondence is being Deposited with the United State Postal Service as "Express Mail Post Office to Addressee" service in an envelope addressed to: Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis HWY, Suite 320, Washington, D.C. 20231 on the date shown below.

Kelsey Palmer

Signature

Kelsey Palmer

Print Name

10/12/04

Date

PRETZEL TIME

October 12, 2004

Via U.S. Express Mail



BOX ASSIGNMENTS

U.S. PTO, Assignment Division
CG-4, 1213 Jefferson Davis HWY
Suite 320
Washington D.C. 20231

**Re: RECORDATION OF ASSIGNMENT OF
TRADEMARKS: (See Attached Schedule A)
Applicant/Registrant: Pretzel Time, LLC (Utah
Limited Liability Company)
Assignee: Pretzel Time Franchising, LLC (Delaware
Limited Liability Company)**



TCBY

2855 East Cottonwood Parkway • Suite 400 • Salt Lake City, UT 84121-7050
Tel. 801-736-5600 • Fax 801-736-5970

**TRADEMARK
REEL: 003067 FRAME: 0554**

Honorable Commissioner:

I am in receipt of the United States Patent and Trademark Office Notice of Non-Recordation of Document, due to insufficient fee submitted, authorization to charge not granted and additional fee required in the amount of \$90.

As requested, enclosed is a new Recordation Form Cover Sheet, copy of Assignment Agreement with Schedule A (list of marks).

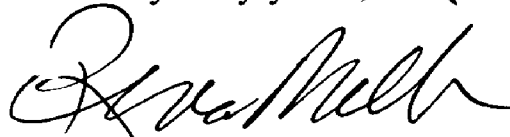
Below are our comments on the enclosed copy of our original filing, consisting of:

- Cover letter dated March 16, 2004. Please note the last paragraph authorizing the Commissioner to charge any additional fees which may be required or to credit any overpayment to the attached credit card. Via this letter we authorize the Commissioner to charge any additional fees to our deposit account which may be required or credit any overpayment to the attached deposit account number: 503146, Access Code 3108.
- Recordation Form Cover Sheet. Under number 6 we have listed seven marks to be assigned. The first mark fee of \$40. and the remaining six marks fee at \$25. for a total of \$190. which we have listed under number 7. It has been suggested that we submitted insufficient fees in the amount of \$90. Would you kindly explain your calculations?
- Copy of Assignment Agreement.
- Schedule A – Listing of Registered Trademarks
- Credit Card Information authorization in the amount of \$190.

Also for your reference enclosed is a copy of your correspondence dated September 15, 2004, stamped original Recordation Form Cover Sheet.

Should you have any questions or concerns, please contact me via e-mail at renam@mrsfields.com or via phone: 801-736-5666 or fax: 801-736-5644.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rena Miller', written in a cursive style.

Rena Miller
Assistant General Counsel

Great American Cookies



CERTIFICATE OF MAILING BY "EXPRESS MAIL"
Express Mail Label No. ET 578781321 05
I hereby certify that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" service in an envelope addressed to: Box ASSIGNMENTS, Commissioner for Trademarks, 2900 Crystal Drive, Washington, D.C. 20231 on the date shown below.

Beth E. Kearsley
Signature
BETH E. KEARSLEY
Print Name
March 16, 2004
Date

March 16, 2004

Via U.S. Express Mail

BOX ASSIGNMENTS
Commissioner for Trademarks
2900 Crystal Drive
Washington, D.C. 20231

Re: **RECORDATION OF ASSIGNMENT OF TRADEMARKS BY OPERATION OF MERGER**
Trademarks: (See Attached Cover Sheet)
Applicant/Registrant: Pretzel Time, Inc. (Pennsylvania Corporation)
Assignee: Pretzel Time of Utah, Inc. (Utah Corporation)

PRETZEL TIME



PRETZEL MAKER
"WORLD'S BEST SOFT PRETZEL"

TOBY

**RECORDATION OF ASSIGNMENT BY NAME
CHANGE**

Trademarks: (See Attached Cover Sheet)

**Applicant/Registrant: Pretzel Time of Utah, Inc.
(Utah Corporation)**

Assignee: Pretzel Time, Inc. (Utah Corporation)

**RECORDATION OF ASSIGNMENT BY
OPERATION OF MERGER/CONVERSION**

Trademarks: (See Attached Cover Sheet)

**Applicant/Registrant: Pretzel Time, Inc. (Utah
Corporation)**

**Assignee: Pretzel Time, LLC (Utah Limited
Liability Company)**

**RECORDATION OF ASSIGNMENT OF
TRADEMARKS**

Trademarks: (See Attached Cover Sheet)

**Applicant/Registrant: Pretzel Time, LLC (Utah
Limited Liability Company)**

**Assignee: Pretzel Time Franchising, LLC (Delaware
Limited Liability Company)**

Honorable Commissioner:

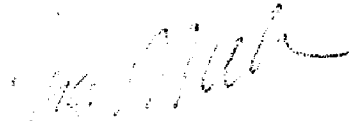
Enclosed for recordation with the Commission are copies of the following documents, evidencing the merger of Pretzel Time, Inc., a Pennsylvania Corporation into Pretzel Time of Utah, Inc., a Utah Corporation, and the subsequent name change of Pretzel Time of Utah, Inc. to Pretzel Time, Inc.: (i) a copy of the Articles of Merger of Pretzel Time, Inc., a Pennsylvania corporation into Pretzel Time of Utah, Inc., a Utah corporation, dated January 27, 2000 (ii) a copy of the Articles of Merger-Domestic Business Corporation, filed with the Pennsylvania Department of State (iii) Docketing Statement that accompanies Pennsylvania's Articles of Merger, (iv) a copy of the Articles of Amendment to the Articles of Incorporation of Pretzel Time of Utah, Inc. changing its name to Pretzel Time, Inc.

Also, for recordation with the Commission are copies of the following documents evidencing the conversion of Pretzel Time, Inc. a Utah Corporation into Pretzel Time, LLC, a Utah Limited Liability Company: (i) Articles of Organization of Pretzel Time, LLC, and (ii) Articles of Conversion.

Finally, for recordation with the Commission is (i) a copy of the Assignment of U.S. Trademarks between Pretzel Time, LLC, a Utah Limited Liability Company as Assignor and Pretzel Time Franchising, LLC, a Delaware Limited Liability Company as Assignee dated March 16, 2004 and (ii) a completed PTO Credit Card Payment Form for payment of the \$610.00 required in connection with each of these assignments. Please record these with regards to the referenced trademarks in the attached Recordation Form & Schedule A.

The Commissioner is hereby authorized (i) to charge any additional fees which may be required in connection with the filing of this Recordation, or (ii) to credit any overpayment to the attached credit card listed on the PTO Credit Card Payment Form. Please address all communication regarding this matter to Rena Miller at the address below or at (801) 736-5666.

Very truly yours,



Rena Miller
Assistant General Counsel

UNITED STATES TRADEMARK ASSIGNMENT

This United States Trademark Assignment agreement (the "Assignment") is entered into this ___ day of March, 2004, between Pretzel Time, 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 Pretzel Time 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.

TCBY ENTERPRISES, INC.

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

TCBY SYSTEMS, LLC

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

SCHEDULE A

See Attached