


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  <u>FLEISCHER'S BAGELS LLC</u>  <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: <u>Limited Liability Company - New York</u>  Additional name(s) of conveying party(ies) attached? _ Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies)  Name: <u>BAGELS, INC.</u>  Address:  Street Address: <u>1688 North Wayneport Road</u>  City: <u>Macedon</u> State: <u>NY</u> Zip: <u>14502</u>		
3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Effective Date: <u>07/22/2005</u>  Execution Date(s): <u>07/22/2005</u>			<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation: <u>Delaware</u> <input type="checkbox"/> Other If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input 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		
4. Application number(s) or registration number(s): A. Trademark Application No.(s): <u>78/404,836</u>			B. Trademark Registration No.(s): <u>2,936,230</u> <u>2,191,953</u>		
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Cathryn A. Berryman</u>  Address: <u>Jenkins &amp; Gilchrist, P.C.</u>  Street Address: <u>1445 Ross Avenue, Suite 3200</u>  City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75202</u>			6. Total number of applications and registrations involved: ..... 3		
			7. Total fee (37 CFR 3.41).....\$ 85.00  <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number:  <u>10-0447</u>		
<b>DO NOT USE THIS SPACE</b>					
9. Signature.  <u>Cathryn A. Berryman</u> Name of Person Signing					
 <u>August 4, 2005</u> Signature Date					
Total number of pages including cover sheet, attachments, and document: 5					

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

### ASSIGNMENT

This Assignment is made and entered into as of July 22, 2005 ("Effective Date") by Fleischer's Bagels LLC, a New York limited liability company ("Assignor"), having a principal place of business at 1688 North Wayneport Road, Macedon, New York 14502, in favor of Bagels, Inc., a Delaware corporation ("Assignee"), having a principal place of business at 1688 North Wayneport Road, Macedon, New York 14502.

WHEREAS, Assignor is the owner of record of the trademarks set forth in Schedule 1 attached hereto and incorporated herein by reference (collectively, the "Marks"), which are the subject of United States registrations set forth on Schedule 1 (collectively, the "Registrations"); and

WHEREAS, Assignor has filed an application for United States registration set forth on Schedule 2 (the "Application"); and

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in and to the Marks, the Registrations and the Application, together with the goodwill of the portion of Assignor's business connected with the use of and symbolized by the Marks and the mark to which the Application pertains, which business is ongoing and existing; and

WHEREAS, pursuant to that certain Asset Purchase Agreement ("Asset Purchase Agreement") and that certain Bill of Sale ("Bill of Sale"), each executed contemporaneously herewith, Assignee has acquired from Assignor, Seller's right, title and interest in and to the Marks, the Registrations and the Application, together with other intangible assets of Assignor, as more fully set forth in such Asset Purchase Agreement); and

WHEREAS, Assignor has agreed to execute this Assignment to enable Assignee to complete its legal title through recordal of its ownership of the Marks, the Registrations and the Application in the United States Patent and Trademark Office.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, to have and to hold forever, Assignor's right, title and interest, including any domestic and foreign rights, in and to the Marks, the Registrations and the Application, including without limitations Assignor's right, title and interest in and to: (i) all goodwill of the portion of Assignor's business to which the Marks and Application pertain; (ii) the Marks, the Registrations and the Application and any and all renewals and all registrations or certificates that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Marks, the Registrations and the Application; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Marks and the Registrations, throughout the entire world; and (v) the right throughout the world to file trademark applications and/or extensions or renewals and obtain, secure and maintain trademark registrations for the Marks and/or the Registrations in Assignee's own name throughout the world, including, without limitation, all rights of priority. In connection with the

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**TRADEMARK**  
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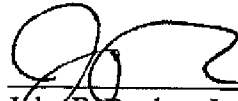
foregoing, Assignor does hereby authorize and request the United States Commissioner of Patents and Trademarks to issue any and all certificates resulting from the Registrations, insofar as Assignor's rights, titles and interests are concerned, to Assignee.

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment as of the date first set forth above.

**ASSIGNOR:**

FLEISCHER'S BAGELS LLC

By:



\_\_\_\_\_  
John F. Dunbar, Jr.  
Its Executive Vice President

SCHEDULE 1**MARK(S) AND REGISTRATION(S)**

<b>Owner of Record</b>	<b>Mark</b>	<b>Registration No./Serial No.</b>	<b>Registration/Filing Date</b>	<b>Status</b>	<b>Goods/ Services</b>
Fleischer's Bagels, LLC	FLEISCHER'S	2,936,230	03/29/2005	Registered	Class 30 – Bakery goods, namely bagels
Fleischer's Bagels, LLC	FLEISCHER'S BAGELS	2,191,953	09/29/1998	Registered	Class 30 – Bakery goods, namely bagels

SCHEDULE 2

## MARK AND APPLICATION

Applicant	Mark	Registration No./Serial No.	Registration/Filing Date	Status	Goods/ Services
Fleischer's Bagels, LLC	FLEISCHER'S BAGELS CARB TRIMMER	78/404,836	04/20/2004	Pending – Intent to use application	Class 30 – Bakery goods, namely bagels

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RECORDED: 08/04/2005

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