

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blimpie International, Inc.		01/23/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	KBI Holdings, L.L.C.
Composed Of:	COMPOSED OF KCUC, LLC, its Member
Street Address:	7730 E. Greenway Road
Internal Address:	Suite 104
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1455831	AMERICA'S BEST DRESSED SANDWICH
Registration Number:	2172835	BLIMPIE
Registration Number:	2195438	BLIMPIE
Registration Number:	1256296	BLIMPIE
Registration Number:	2906558	BLIMPIE
Registration Number:	1221085	BLIMPIE
Registration Number:	2905006	BLIMPIE
Registration Number:	2011843	BLIMPIE BEST
Registration Number:	2997499	BLIMPIE BLAST.
Registration Number:	2007989	BLIMPIE SUBS & SALADS
Registration Number:	2120796	BLIMPIE SUBS & SALADS
Registration Number:	2747233	CHILI OLE

OP \$490.00 1455831

Registration Number:	2851909	CRUNCH-A-BOWL
Registration Number:	2851496	I WANT MY BLIMPIE
Registration Number:	2070269	IT'S A BEAUTIFUL THING.
Registration Number:	2884263	IT'S A BEAUTIFUL THING.
Registration Number:	3008697	THE BLIMPIE BLUFFIN
Registration Number:	2741942	ZESTO PESTO
Serial Number:	78636751	BLIMPIE

CORRESPONDENCE DATA

Fax Number: (602)257-6917
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 602-258-7701
Email: rmitchell@rcalaw.com
Correspondent Name: Renee L. Mitchell
Address Line 1: One North Central Avenue
Address Line 2: Suite 1200
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	100110.2
NAME OF SUBMITTER:	Renee L. Mitchell
Signature:	/rlm/
Date:	02/07/2006

Total Attachments: 3
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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made effective as of 1/23/06 (the "Effective Date"), by and between Blimpie International, Inc., a New Jersey corporation ("ASSIGNOR"), and KBI Holdings, L.L.C., an Arizona limited liability company ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner or co-owner of the trademarks (the "Marks") and other intellectual property (the "Property") as described in "Exhibit A", attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods and services on which the Marks are used.

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property; and

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's rights, title, and interest in and to the Marks and the Property and the goodwill symbolized thereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers, and conveys to ASSIGNEE all of its right, title, and interest in and to the Marks and the Property, as well as ASSIGNOR's right, title, and interest of every kind and character throughout the world, including, without limitation, all federal, state, foreign, statutory and common law and other rights and all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing), together with the goodwill of the business associated with the Marks and the Property, the same to be held and enjoyed by ASSIGNEE, its successors, assigns, and other legal representatives.

ASSIGNOR further assigns to ASSIGNEE all rights to sue for and receive all damages accruing from past, present, and future infringements or misappropriations of the Marks and the Property herein assigned.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with, or under their direction, and all those in privity therewith.


ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks and the Property.

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IN WITNESS WHEREOF the parties have duly executed and delivered this Assignment Agreement as of the day and year first above written.

ASSIGNOR:

BLIMPIE INTERNATIONAL, INC., a New Jersey corporation

By: 
Its: VICE CHAIRMAN

ASSIGNEE:

KBI HOLDINGS, L.L.C., an Arizona limited liability company

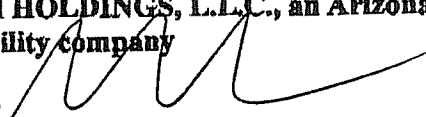
By: 
Its: Vice President of the ~~the~~ Majority Member of its Sole Member

EXHIBIT "A"
TO
ASSIGNMENT AGREEMENT

Schedule of Trademarks and Intellectual Property

TRADEMARK/ SERVICE MARK	REGISTRATION NUMBER/APPLICATION SERIAL NUMBER	REGISTRATION DATE/ FILING DATE
AMERICA'S BEST DRESSED SANDWICH	1,455,831	September 1, 1987
BLIMPIE	2,172,835	July 14, 1998
BLIMPIE	2,195,438	October 13, 1998
BLIMPIE	1,256,296	November 1, 1983
BLIMPIE	2,906,558	November 30, 2004
BLIMPIE and Design	1,221,085	December 21, 1982
BLIMPIE and Design	2,905,006	November 23, 2004
BLIMPIE BEST	2,011,843	October 29, 1996
BLIPIE BLAST.	2,997,499	September 20, 2005
BLIMPIE SUBS & SALADS and Design	2,007,989	October 15, 1996
BLIMPIE SUBS & SALADS and Design	2,120,796	December 16, 1997
CHILI OLE	2,747,233	August 5, 2003
CRUNCH • A • BOWL	2,851,909	June 8, 2004
I WANT MY BLIMPIE	2,851,496	June 8, 2004
IT'S A BEAUTIFUL THING.	2,070,269	June 10, 1997
IT'S A BEAUTIFUL THING.	2,884,263	September 14, 2004
THE BLIMPIE BLUFFIN	3,008,697	October 25, 2005
ZESTO PESTO	2,741,942	July 23, 2003
BLIMPIE stylized	78/636,751	May 25, 2005