

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Where There's A Will, LLC d/b/a Daily Bread Bakery		02/21/2006	LIMITED LIABILITY COMPANY: RHODE ISLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PQ Licensing SA		
<b>Street Address:</b>	rue de Colonies 11		
<b>City:</b>	Brussels		
<b>State/Country:</b>	BELGIUM		
<b>Postal Code:</b>	B-1000		
<b>Entity Type:</b>	CORPORATION: BELGIUM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2187047	DAILY BREAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)484-2070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919-484-2333		
<b>Email:</b>	trademarksrtp@wcsr.com		
<b>Correspondent Name:</b>	Mitchell A. Tuchman		
<b>Address Line 1:</b>	PO Box 13069		
<b>Address Line 4:</b>	Research Triangle Pk, NORTH CAROLINA 27709		
<b>ATTORNEY DOCKET NUMBER:</b>	34026.0001.1		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Womble Carlyle Sandridge & Rice PLLC		
<b>Address Line 1:</b>	PO Box 13069		
<b>Address Line 4:</b>	Research Triangle Pk, NORTH CAROLINA 27709		

CH \$40.00 2187047

NAME OF SUBMITTER:	Mitchell A. Tuchman
Signature:	/Mitchell A. Tuchman/
Date:	02/22/2006
Total Attachments: 4 source=DAILY BREAD Assignment#page1.tif source=DAILY BREAD Assignment#page2.tif source=DAILY BREAD Assignment#page3.tif source=DAILY BREAD Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of 2-21-06 (the "Effective Date"), is from WHERE THERE'S A WILL, LLC, a Rhode Island limited liability company, d/b/a DAILY BREAD BAKERY, having a principal place of business at 201 Wayland Avenue, Providence, Rhode Island 02906 ("Assignor"), to PQ Licensing SA, a Belgian corporation, having a principal place of business at rue de Colonies 11, B-1000 Brussels, Belgium ("Assignee").

### RECITALS

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to DAILY BREAD & Design and the related United States trademark registration (U.S. Reg. No. 2,187,047) (collectively, the "Mark"), together with any and all goodwill of the business associated with the Mark (the "Goodwill");

WHEREAS, Assignee desires to acquire the Mark and Goodwill; and

WHEREAS, Assignor and Assignee desire to confirm of record such assignment;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, seven thousand five hundred United States dollars (US\$7,500), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor shall and hereby does assign, transfer and convey to Assignee all right, title and interest in and to the Mark together with (a) the Goodwill and (b) all causes of action, claims and demands arising from any infringement, including past infringements, of the Mark.

2. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee that:

a. Assignor is the owner of all right, title and interest in and to the Mark;

b. Assignor has all requisite power and authority to assign all of the rights in the Mark to Assignee, and all action on the part of Assignor necessary for the authorization, execution and delivery of this Assignment and the performance of all obligations hereunder have been duly and validly taken;

c. Upon the execution of this Assignment, Assignee shall own all right, title and interest in the Mark free and clear of any liens, claims, licenses, reservations or encumbrances of Assignor or any third party;

d. There is no pending or, to the knowledge of Assignor, threatened claim or litigation against Assignor contesting the validity of Assignor's rights in the Mark or the

validity of the registration associated therewith (nor, to the knowledge of Assignor, does there exist any basis for any of the foregoing). Assignor has not received any notice that the use of the Mark conflicts, or shall conflict, with the asserted rights of others, nor, to the knowledge of Assignor, does there exist any basis for any such conflict; and

e. This Assignment shall not violate any judgment, decree, law, regulation or order or any covenant or agreement to which Assignor is a party or by which it is bound.

3. Further Assurances. Assignor shall without further consideration perform such other lawful acts and execute such additional lawful documents as Assignee may reasonably request from time to time to fully effect this Assignment and to permit Assignee to be duly recorded as the registered owner of the Mark and all other rights conveyed hereby.

4. Consideration. No later than five (5) business days following the Effective Date, Assignee shall pay to Assignor the sum of US\$7,500 in bank draft or other immediately available funds in consideration of this Assignment.

5. Winding Down of Assignor's Business. No later than five (5) business days following the Effective Date, Assignor shall cease (a) offering in commerce any goods bearing the Mark, including, without limitation, all bakery and café items (the "Goods"), (b) reproducing the Mark or distributing labels, packaging, signage, advertisements and promotional materials bearing the Mark, and (c) offering any services associated with the Mark, including, without limitation, retail and wholesale sales of bakery and café items and catering services (the "Services"). Notwithstanding the foregoing, Assignor may continue for a period of ninety (90) days (renewable at the sole discretion and with the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed) to use the Mark on a nonexclusive, royalty-free basis solely for the purpose of paying Assignor's obligations and collecting monies due from third parties with respect to Goods and Services sold prior to the Effective Date ("Winding Down Period"); provided, however, that Assignor shall indemnify, defend and hold harmless Assignee, its members, managers, employees and agents (collectively, "Assignee's Agents") from and against all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, liabilities for attorneys' fees (collectively, "Claims") arising out of Assignor's use of the Mark prior to the Effective Date or during the Winding Down Period. Assignor shall notify Assignee (at the address first noted above) of the completion of the winding down of its business. No later than three (3) business days following such notification, Assignor shall expressly abandon its trade name registration with the office of the Rhode Island secretary of state.

6. Additional Indemnification. Assignor shall indemnify, defend and hold harmless Assignee and Assignee's Agents from and against all Claims arising out of any breach by Assignor of any of its representations and warranties herein.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. For purposes of this Assignment, a facsimile signature shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers.

WHERE THERE'S A WILL, LLC  
D/B/A/ DAILY BREAD BAKERY

PQ LICENSING, SA

By: \_\_\_\_\_

By: THOMAS MEISSER

Title \_\_\_\_\_

Title CEO

Date \_\_\_\_\_

Date 21<sup>st</sup> FEBRUARY, 2006

Le Notaire Bernard WILLOCX, soussigné,  
de résidence à Bruxelles, certifie que la (les)  
signature(s) apposée(s) ci-dessus  
est (sont)  
bien celle(s) de Monsieur Thomas  
MEISSER  
Bruxelles, le 21 février 2006



IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers.

WHERE THERE'S A WILL, LLC  
D/B/A/ DAILY BREAD BAKERY

PQ LICENSING, SA

By: Willy M. Kaur

By: \_\_\_\_\_

Member

\_\_\_\_\_  
Title

Title  
2-21-06

\_\_\_\_\_  
Date

Date