

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Triple C Foods, Inc. | | 08/13/2003 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | New Desserts, Inc. | | |
| Street Address: | 550 85th Ave. | | |
| City: | Oakland | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94621 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1134249 | JUST DESSERTS | |
| Registration Number: | 1134312 | JUST DESSERTS | |
| Registration Number: | 2878653 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (415)461-5810 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 415-461-5800 | | |
| Email: | lperry@perryip.com | | |
| Correspondent Name: | E. Lynn Perry | | |
| Address Line 1: | 100 Drake's Landing Road, Suite 100 | | |
| Address Line 4: | Greenbrae, CALIFORNIA 94904 | | |
| NAME OF SUBMITTER: | E. Lynn Perry | | |
| Signature: | /E. Lynn Perry/ | | |
| Date: | 02/27/2006 | | |

OP \$90.00 1134249

Total Attachments: 2

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**ASSIGNMENT AGREEMENT AND
INSTRUCTIONS TO ESCROW AGENT**

This ASSIGNMENT AGREEMENT AND INSTRUCTIONS TO ESCROW AGENT (this "Agreement") is entered as of September 22, 2003 (the "Effective Date"), by and between Triple C Foods, Inc., a California corporation ("Assignor"), and New Desserts, Inc., a California corporation ("Assignee").

RECITALS

A. Assignor desires to assign, and Assignee desires to accept, all rights of Assignor in and to the assets of Just Desserts, Inc., including its rights under a Purchase Agreement dated August 13, 2003 and an Escrow Agreement dated August 13, 2003, and including the non-exclusive license contained in Paragraph 1.2 of the Purchase Agreement (collectively, the "Assets").

B. The parties wish to set forth their agreement with respect to such assignment and acceptance.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the Effective Date, Assignor assigns all its right, title and interest in and to the Assets to Assignee, and Assignee accepts the Assets from Assignor.

2. No Obligations. This Agreement is not an assignment of any obligation of Assignor under or with respect to any of the Assets and Assignee assumes no obligation with respect to any contract, invoice, liability or claim against Assignor.

3. Assignor's Representations and Warranties. Assignor represents and warrants that:

(a) It is a duly incorporated, validly existing corporation under the laws of the state of its incorporation and that it has the corporate power and authority to enter into this Agreement; and

(b) Subject to the final Order of the Bankruptcy Court, Northern District of California, San Francisco Division, approving the sale of the Assets from Just Desserts, Inc. to Assignor, Assignee will receive the Assets free and clear of all security interests, liens and like encumbrances and rights of others.

4. Instructions to Escrow Agent. Assignor hereby authorizes and instructs the Escrow Agent under the Escrow Agreement to prepare a Bill of Sale for the sale of the Assets from Just Desserts, Inc. to Assignee, to be delivered by Just Desserts, Inc. at that Closing under

the Purchase Agreement. Assignor shall deliver an executed copy of this Agreement to the Escrow Agent.

5. Indemnification. Assignor hereby agrees to indemnify and hold harmless Assignee, its directors, officers, agents, successors and assigns from and against any all claims, set-offs, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature whatsoever and from damages, whether compensatory, punitive or otherwise, by or in favor of anyone and from and against any all costs and expenses, including attorneys' fees, at all tribunal levels, resulting from or in connection with the Assets.

5. Miscellaneous. (a) This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. (b) This Agreement may not be modified, waived, supplemented or amended except by a writing signed by a duly authorized representative of each party. (c) This Agreement may not be assigned by either party without the prior written consent of the other party. (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors-in-interest and permitted assigns. (e) This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California. (f) In any arbitration, quasi-judicial or administrative proceedings or any action in any court of competent jurisdiction, brought by either party to enforce any of such party's rights or remedies under this Agreement, including any action for declaratory relief, or any action to collect any payment under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all costs and expenses in connection with such action. (g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

TRIPLE C. FOODS, INC.

By: Thomas Chua
Name: THOMAS CHUA
Its: Triple C Foods, President

ASSIGNEE:

NEW DESSERTS, INC.

By: Kostas C. Cefthekiadis
Name: Kostas Cefthekiadis
Its: PRESIDENT