

TRADEMARK ASSIGNMENT

Electronic 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
Blimpie International, Inc.		01/23/2006	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	KBI Holdings, L.L.C.		
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: 1			
Property Type	Number	Word Mark	
Serial Number:	78503810	REAL. FRESH. TASTE.	
CORRESPONDENCE DATA			
Fax Number:	(212)986-0604		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 986-1116		
Email:	pto@wolfblock.com		
Correspondent Name:	Wolf Block Schorr & Solis-Cohen LLP		
Address Line 1:	250 Park Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10177		
ATTORNEY DOCKET NUMBER:	KAH053-830460		
NAME OF SUBMITTER:	David B. Sunshine		
Signature:	/dbs/		

OP \$40.00 78503810

Date:

05/02/2006

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.

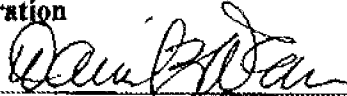
ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in and to the Marks and the Property.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

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

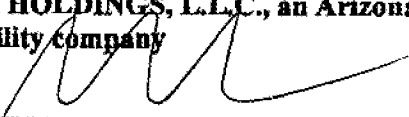
By: 
Its: Vice President of the ~~the~~ Majority Member of its Sole Member

EXHIBIT A

Schedule of Trademarks and Intellectual Property

TRADEMARK/ SERVICEMARK	SERIAL No./ REG. No.	STATUS	FILING DATE/ REGISTRATION DATE
AMERICA'S BEST DRESSED SANDWICH	1,455,831	Registered	September 1, 1987
BCC BLIMPIE CARB COUNTER MENU and Design	78/308,374	Pending	October 2, 2003
BLIMPIE	2,172,835	Registered	July 14, 1998
BLIMPIE	2,195,438	Registered	October 13, 1998
BLIMPIE	1,258,296	Registered	November 1, 1983
BLIMPIE	2,906,558	Registered	November 30, 2004
BLIMPIE and Design	1,221,085	Registered	December 21, 1982
BLIMPIE and Design	2,905,006	Registered	November 23, 2004
BLIMPIE (Stylized)	78/636,751	Pending	May 25, 2005
BLIMPIE BEST	2,011,843	Registered	October 29, 1998
BLIMPIE BLAST	2,997,499	Registered	September 20, 2005
BLIMPIE SNACK SHACK	78/503,831	Pending	October 21, 2004
BLIMPIE SUBS & SALADS and Design	2,007,989	Registered	October 15, 1998
BLIMPIE SUBS & SALADS and Design	2,120,796	Registered	December 18, 1997
BLIMPIE SUPER SUMMER	78/377,791	Pending	March 3, 2004
BLIMPIE XPRESS	78/377,772	Pending	March 3, 2004
CHILI OLE	2,747,233	Registered	August 5, 2003
COUNTING CARBS? COUNT ON BLIMPIE!	78/378,460	Pending	March 4, 2004
CRUNCH • A • BOWL	2,851,909	Registered	June 8, 2004
I WANT MY BLIMPIE	2,851,496	Registered	June 8, 2004
IT'S A BEAUTIFUL THING.	2,070,289	Registered	June 10, 1997
IT'S A BEAUTIFUL THING.	2,884,263	Registered	September 14, 2004
KIDZ ROLLZ	78/503,819	Pending	October 21, 2004
REAL FRESH. TASTE.	78/503,810	Pending	October 21, 2004
SIMPLY BLIMPIE and Design (Diagonal Version)	78/454,289	Pending	July 21, 2004
SIMPLY BLIMPIE and Design (Horizontal Version)	78/454,302	Pending	July 21, 2004
THE BLIMPIE BLUFFIN	3,008,897	Registered	October 25, 2005
ZESTO PESTO	2,741,942	Registered	July 29, 2003