

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
Innovative Cookies, Inc.		04/21/2005	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Seattle Gourmet Foods, Inc.		
Street Address:	19016 72nd Avenue		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78385308	OKI COOKIES	
Registration Number:	2861762	CROCCANTE	
Serial Number:	78229383	NATURAL ENERGY COOKIE	
Registration Number:	2853560	INNOVATIVE COOKIES, INC.	
Registration Number:	2972948	BREAKFAST GEM	
CORRESPONDENCE DATA			
Fax Number:	(206)628-7799		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 628-7655		
Email:	janeeckels@dwt.com		
Correspondent Name:	Jane Eckels		
Address Line 1:	Davis Wright Tremaine LLP		
Address Line 2:	1501 Fourth Avenue, Suite 2600		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	35325-25		

CH \$140.00 78385308

NAME OF SUBMITTER:	Kristine Fyfe, Davis Wright Tremaine LLP
Signature:	/kristinefyfe/
Date:	09/08/2006
Total Attachments: 4 source=Innovative Cookies - Assignment of Intellectual Property#page1.tif source=Innovative Cookies - Assignment of Intellectual Property#page2.tif source=Innovative Cookies - Assignment of Intellectual Property#page3.tif source=Innovative Cookies - Assignment of Intellectual Property#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment of Intellectual Property") is executed and delivered as of the 21st day of April 2005, by INNOVATIVE COOKIES, INC., a Washington corporation, whose address is 1220 37th St. NW #102 ("Assignor"), in favor of SEATTLE GOURMET FOODS, INC., a Washington corporation, whose address is 19016 72nd Avenue, Kent, Washington 98032 ("Assignee"), pursuant to that certain Purchase and Sale Agreement, dated as of March 1, 2005, between Buyer and Seller (the "Purchase Agreement"). Pursuant to the Purchase Agreement, Assignee is acquiring substantially all of the assets owned by Assignor in connection with its business of manufacturing and selling cookies, breakfast cookies and bars, biscottis, tortes, and other gourmet food products. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the trademarks and the corresponding registrations and applications therefor listed on Schedule 1 which is attached hereto and incorporated by this reference;

WHEREAS, Assignee wishes to acquire said trademarks and the corresponding registrations and applications;

NOW, THEREFORE, for good and valuable consideration, in accordance with Paragraph V of that certain 2nd Amended Plan of Reorganization dated March 24, 2005 and that Certain Order Approving and Confirming the 2nd Amended Plan entered by the U.S. Bankruptcy Court for the Western District of Washington at Seattle, Chapter 11 Case No. 04-24709, on March 25, 2005, Assignor does hereby assign to Assignee all right, title and interest in and to said trademarks and the corresponding registrations and applications, together with the goodwill associated therewith, and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action in law or in equity for past, present or future infringement of said trademarks and the corresponding registrations and applications, and to all rights corresponding to the foregoing throughout the world, free and clear of all liens and encumbrances pursuant to Section 363 of the Bankruptcy Code, with all such liens and encumbrances attaching to the sale proceeds.

Assignor shall execute and deliver to Assignee such other instruments of transfer and to do all such other acts and things as shall be reasonably necessary or appropriate to vest in Assignee title to said trademarks and the corresponding registrations and applications, to secure and preserve Assignee's rights hereunder, or to enforce, defend or confirm Assignee's right to exploit those rights, and to comply with the purposes and intent of this Assignment of Intellectual Property.

[Signature is on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

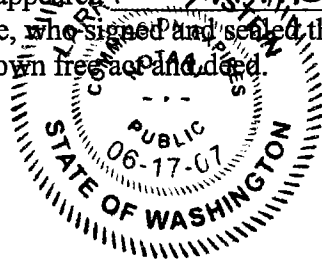
INNOVATIVE COOKIES, INC.

By: [Signature]
Name: Susan Oki
Title: President

STATE OF WASH. §
§
COUNTY OF KING. §

On this 25 day of April, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared B. F. SEASTON Oki, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

[Signature]
Notary Public



Acknowledged by:

SEATTLE GOURMET FOODS, INC.

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

On this ____ day of _____, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Notary Public

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the date first written above.

INNOVATIVE COOKIES, INC.

By: _____
Name: Susan Oki
Title: President

STATE OF _____ §
§
COUNTY OF _____ §

On this ____ day of _____, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Notary Public

Acknowledged by:

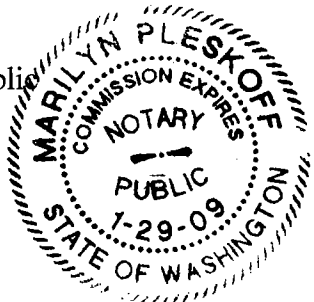
SEATTLE GOURMET FOODS, INC.

By: David Taylor
Name: DAVID TAYLOR
Title: PRESIDENT

STATE OF Washington §
§
COUNTY OF King §

On this 22nd day of April, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared David Taylor, known by me to be the person of the above name, who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Notary Public



Marilyn Pleskoff

**SCHEDULE 1 TO
ASSIGNMENT OF INTELLECTUAL PROPERTY**

<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Registration Date/ Filing Date</u>
BREAKFAST GEM	78/201,342	January 8, 2003
CROCCANTE	2,861,762	July 6, 2004
INNOVATIVE COOKIES, INC.	2,853,560	June 15, 2004
NATURAL ENERGY COOKIE	78/229,383	March 24, 2003
OKI COOKIES	78/385,308	March 16, 2004