

EXHIBIT A**PROBIOTIC PLUS TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into between Integrated Brands, Inc., a New Jersey corporation (the "Assignor"), and Breyers Yogurt Company, LLC, a Delaware limited liability company (the "Assignee"), as of May 24, 2007 Assignors and Assignee are referred to collectively herein as (the "Parties").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark and trademark application for PROBIOTIC PLUS, Serial Number 78/790,656, only for yogurt, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world (the "Trademark"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest, in, to and under the Trademark, together with any goodwill of the business associated therewith; and

WHEREAS, Assignee desires to acquire and obtain all of Assignor's right, title and interest in, to and under the Trademarks, together with any goodwill of the business associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, each of them intending to be legally bound, hereby agree as follows:

1. **ASSIGNMENT.** Effective as of the date hereof, Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all of its respective right, title and interest in, to and under the Trademark and all goodwill of the business associated therewith, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademark, along with the right to sue for and collect such damages for the use and benefit of Assignee and its successors, assigns and other legal representatives.
2. **AUTHORIZATION.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefore, made or filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.
3. **ASSISTANCE.** At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request and sole expense, take any and all reasonably necessary steps to execute, acknowledge and deliver to Assignee any and all further instruments and

assurances necessary or expedient in order to vest the aforesaid rights in Assignee or to record this assignment, and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. REPRESENTATIONS. Assignor hereby represents and warrants that it is the exclusive owner of all right, title and interest in the Trademark free and clear of any and all liens, defects, adverse interests, security interests, or other encumbrances.


5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

6. MISCELLANEOUS. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States of America without regard to conflicts of laws provisions thereof.

IN WITNESS WHEREOF, as of the date first set forth above, this Assignment is executed below by an authorized representative of each Party.

ASSIGNOR:

INTEGRATED BRANDS, INC.

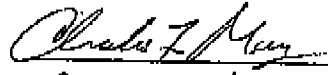
By: 

Name: Michael Serruya

Title: President

ASSIGNEE:

BREYERS YOGURT COMPANY, LLC

By: 

Name: Charles F. Marcy

Title: President & CEO

The Law Firm Of



A Professional Corporation

Lawrence A. Swain
lswain@stklaw.com
Direct Dial (816) 395-0677
Direct Fax (816) 222-0841
Fax (913) 451-3361

June 1, 2007

Via Facsimile 571-273-0140
Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark
Office
P.O. Box 1450
Alexandria, VA 22313-1450

RE: Trademark Assignment

Dear Sir or Madam:

Enclosed for recording, please find Recordation Form Cover Sheet along with a Trademark Assignment document assigning the trademark PROBIOTIC PLUS owned by Integrated Brands, Inc., a New Jersey Corporation, to Breyers Yogurt Company, LLC, a Delaware limited liability company.

Please debit our deposit account #12-1660 in the amount of \$40 for the recording fee as well as any additional fees that may be required.

Please acknowledge your receipt of these documents.

Sincerely,

LAWRENCE A. SWAIN

LAS:GR
Enclosure

LAW OFFICES OF
SHUGHART THOMSON & KILROY, P.C.

A Professional Corporation

32 Corporate Woods, Ste. 1100
 9225 Indian Creek Pkwy.
 Overland Park, KS 66210
 (913) 451-3355
 FAX (913) 451-3361

TELECOPIER TRANSMITTAL SHEET

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|---|--------------------|
| To: U.S. Patent and Trademark Office Assignment Division | FAX#: 571-273-0140 |
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|-------------------------|--------------------|
| FROM: Lawrence A. Swain | DATE: June 1, 2007 |
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| <p>RE: Recordation of Trademark Assignment to record Trademark Assignment document to assign the mark PROBIOTIC PLUS owned by Integrated Brands, Inc. to Breyers Yogurt Company, LLC</p> <p>Conveying Party: Integrated Brands, Inc., a New Jersey corporation Receiving Party: Breyers Yogurt Company, LLC, a Delaware limited liability company</p> |
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| CLIENT MATTER CODE: HEA115/115926 |
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| <p>Transmitted herewith along with this facsimile transmittal cover sheet and letter of instructions are the following documents:</p> <p>1) Recordation Form Cover Sheet (Total Pages 1); and 2) Assignment of Trademarks (Total Pages 2)</p> <p>We respectfully request acknowledgement of receipt.</p> |
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PRIVILEGED AND CONFIDENTIAL

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TO DISCUSS TRANSMISSION: (913) 451-3355