

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mrs. Fields' Brand, Inc.		08/06/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pretzel Time Franchising, LLC		
Street Address:	2855 E. Cottonwood Parkway, Suite 400		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1827896	HOT SAM	
Registration Number:	1561517	HOT SAM	
Registration Number:	989707	HOT SAM	
CORRESPONDENCE DATA			
Fax Number:	(917)777-2962		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 735 2962		
Email:	ssinha@skadden.com		
Correspondent Name:	S. Anita Sinha		
Address Line 1:	4 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	013430/21		
NAME OF SUBMITTER:	S. Anita Sinha		
Signature:	/S. Anita Sinha/		

CH \$90.00 1827896

Date:

08/06/2007

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS dated as of August 6, 2007 ("Assignment"), is entered into by THE MRS. FIELDS' BRAND, INC., a Delaware corporation, located at 2855 East Cottonwood Parkway, Suite 400, Salt Lake City, UT 84121 ("Assignor") and PRETZEL TIME FRANCHISING, LLC, a Delaware limited liability company located at 2855 E. Cottonwood Parkway, Suite 400, Salt Lake City, Utah 84121 ("Assignee").

WHEREAS, the Assignor owns rights in the trademark HOT SAM, including the U.S. trademark registrations therefore which are set forth on Appendix 1 attached hereto and incorporated herein by reference (the "Marks") and the goodwill symbolized by and connected with the use of the Marks; and

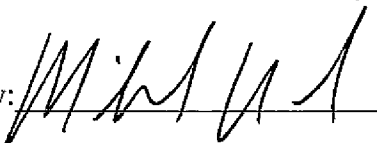
WHEREAS, the Assignor desires to assign all its right, title and interest in the Marks to Assignee, and Assignee wishes to acquire such right, title and interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and delivers to the Assignee all of the Assignor's right, title, and interest in and to the Marks throughout the world, including all registrations and applications thereof, all goodwill symbolized by and connected with the use thereof, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, dilutions, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives.

The Assignor hereby agrees to execute, upon the request and at the cost of Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Trademark Assignment, including all additional documents necessary to record the assignment and transfer hereunder with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed as of August 6, 2007.

THE MRS. FIELDS' BRAND, INC.

By: 

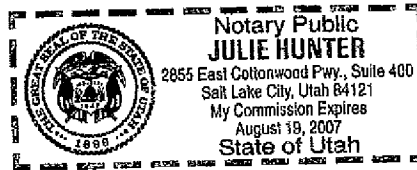
Name: Michael Ward
Title: Executive Vice President, Chief Legal Officer and Secretary of Mrs. Fields' Famous Brands, Inc.

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STATE OF Utah
COUNTY OF Salt Lake

On this 6 day of August, 2007, before me, the undersigned notary public, personally appeared Michael Ward, the EVP, ^{Chief Legal Officer} ~~President~~ of The Mrs. Fields' Brand, Inc., proved to me through satisfactory evidence of identification to be the person whose name is on the foregoing Trademark Assignment, and acknowledged to me that he signed it voluntarily, for and on behalf of The Mrs. Fields' Brand, Inc.

Julie Hunter
Notary Public
My commission expires: 8/19/07
[AFFIX NOTARIAL SEAL]



Appendix 1

Trademark Registrations

Country	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
U.S.	HOT SAM	1,827,896	03/22/1994
U.S.	HOT SAM (and design)	1, 561,517	10/17/1989
U.S.	HOT SAM	989,707	07/30/1974