

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
Pretzel Time Franchising LLC		08/07/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PT Franchise Brands LLC
Street Address:	1330 Avenue of the Americas, 34th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1778178	PRETZEL TIME
Registration Number:	2347706	FRESHNESS WITH A TWIST
Registration Number:	2446885	ROLL IT, TWIST IT, BAKE IT...FRESH!
Registration Number:	2495593	PRETZEL TIME
Registration Number:	2675524	PRETZELINI
Registration Number:	3015100	PRETZEL CHEESE STUFFERS
Registration Number:	0989707	HOT SAM
Registration Number:	1561517	HOT SAM
Registration Number:	1827896	HOT SAM
Serial Number:	78932977	
Serial Number:	78933015	

CORRESPONDENCE DATA

Fax Number: (703)836-2021

900084789

**TRADEMARK
 REEL: 003604 FRAME: 0118**

CH \$290.00 1778178

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7038366620
Email: bryce.maynard@bipc.com
Correspondent Name: Bryce J. Maynard
Address Line 1: 1737 King Street
Address Line 2: Suite 500
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	0070247-000130
NAME OF SUBMITTER:	Bryce J. Maynard
Signature:	/Bryce J. Maynard/
Date:	08/17/2007

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is entered into as of August 7, 2007, between Pretzel Time Franchising LLC, a limited liability company organized under the laws of Delaware, located at 2855 E. Cottonwood Parkway, Suite 400, Salt Lake City, Utah 84121, ("*Assignor*") and PT Franchise Brands LLC, a limited liability company organized and existing under the laws of Delaware, located at 1330 Avenue of the Americas, 34th Fl., New York, NY 10019 ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. and foreign trademark applications and registrations listed in the attached Schedules A and B (collectively, the "*Marks*").

WHEREAS, Assignor, Pretzel Time Franchising, LLC, Mrs. Fields Famous Brands, LLC, NexCen Brands, Inc. and NexCen Asset Acquisition LLC are parties to the Asset Purchase Agreement dated August 7, 2007 (the "*Agreement*"), pursuant to which Assignor has agreed to sell and NexCen Asset Acquisition LLC has agreed to purchase certain assets pertaining to Assignor's business, including the Marks;

WHEREAS, pursuant to Paragraph 12.3(iii) of the Agreement, NexCen Asset Acquisition LLC has requested that Assignor assign the Marks directly to Assignee;

NOW THEREFORE, be it known that, for and in consideration of 1 (one) dollar, and other good and valuable consideration, the receipt of which Assignor acknowledges, the parties hereto agree as follows:

1. This Assignment covers (a) the Marks, including, without limitation, trademarks, service marks, and trade names, together with the goodwill of the business associated with the foregoing and the ongoing and existing business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "*Assigned Intellectual Property*").

2. Assignor, as owner, does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title, and interest in and to the Assigned Intellectual Property in all countries throughout the world, together with the goodwill of the business associated therewith and symbolized by the Assigned Intellectual Property, in its entirety. With respect to applications filed in the United States Patent and Trademark Office ("PTO") on the basis of the applicant's intent to use such marks in Interstate Commerce, as to which evidence of such use has not yet been filed in the PTO, such marks are being assigned to the successor to the business of the applicant or portion thereof to which such marks pertain, which business is ongoing and existing. Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment.

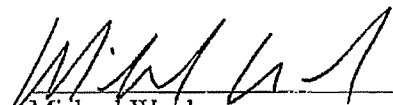
3. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Intellectual Property in Assignee, its successors or assigns, in all countries, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns. In the event that any trademark office in any jurisdiction refuses to record or accept this Assignment or Assignee is otherwise unable to perfect the title to any of the Marks, Assignor agrees to abandon the relevant Marks so that Assignee may file new applications for the Marks, it being understood that any expense incident to the filing of any new applications shall be borne by Assignee, its successors and assigns.

4. This said Assignment shall be executed, notarized and returned to the attention of:
Bassam N. Ibrahim, Esq.
Buchanan Ingersoll & Rooney, PC
1737 King Street
Suite 500
Alexandria, VA 22314
Telephone: 703-836-6620
Facsimile: 703-836-2021
Email: bassam.ibrahim@bipc.com

IN WITNESS WHEREOF, the said Assignor and Assignee have executed this Assignment.

Assignor

PRETZEL TIME FRANCHISING, LLC

By: 
Michael Ward

Title: Executive Vice President/Chief Legal Officer and Secretary

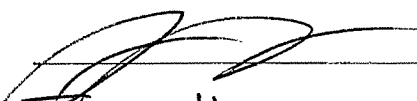
Date: August 9, 2007

Assignee

PT FRANCHISE BRANDS, LLC

BY NEXCEN BRANDS, INC.

AS MANAGING MEMBER

By: 
Name: JAMES HARN

Title: EXECUTIVE VICE PRESIDENT

Date: 8/7/07

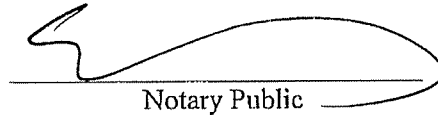
NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF NEW YORK : ss.:
COUNTY OF NEW YORK)

I, SETH BURROUGHS, the undersigned Notary Public do hereby certify that JAMES HARAN as ELEC. VICE PRESIDENT of Nexcen Brands, Inc., a managing member of PT Franchise Brands LLC, a Delaware limited liability company, who signed the foregoing Assignment document, was authorized on the 8th day of August, 2007, to execute the foregoing Assignment document on behalf of PT Franchise Brands, LLC, and to me acknowledged that he/she did sign the said document.





(STAMP AND SEAL)

SETH BURROUGHS
Notary Public, State of New York
No. 01BU6090296
Qualified in New York County
Commission Expires June 25, 2011


Notary Public


FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE A

Reg. No./ App. No.	Mark	Goods/Services	Status
1,778,178	PRETZEL TIME	Restaurant services (Class 42)	Registered
2,347,706	FRESHNESS WITH A TWIST	Pretzels (Class 30)	Registered
2,446,885	ROLL IT, TWIST IT, BAKE IT...FRESH!	Pretzels, pretzel-based sandwiches and snack foods; non-alcoholic beverages, namely, coffee, tea and hot chocolate (Class 30); Non-alcoholic beverages, namely, soft drinks, fruit juices and drinking water (Class 32); Retail bakery store services (Class 35)	Registered
2,495,593	PRETZEL TIME	Pretzels (Class 30); Retail outlets featuring food (Class 35); Restaurant services (Class 42)	Registered
2,675,524	PRETZELINI	Pizza (Class 30)	Registered
3,015,100		Stuffed pretzels (Class 30)	Registered
78/932,977		Restaurant services (Class 43)	Pending
78/933,015		Pretzels (Class 30)	Pending
989,707	HOT SAM	Pretzels (Class 30)	Registered
1,561,517		Retail food services (Class 42)	Registered
1,827,896	HOT SAM	Fast food restaurant services for consumption for on or off the premises (Class 42)	Registered

**INTERNATIONAL TRADEMARK
APPLICATIONS AND REGISTRATIONS**

SCHEDULE B

Trademark	Country	Status
PRETZEL TIME Reg. No. 1,827,182 Reg. Date: 4/27/2001	Argentina	Registered
PRETZEL TIME Reg. No. 1,827,183 Reg. Date: 4/27/2001	Argentina	Registered
 Reg. No. 811326 Reg. Date: 10/22/1999	Australia	Registered
PRETZEL TIME (Stylized) Reg. No. A615592	Australia	Registered
PRETZEL TIME Reg. No. 652668 Reg. Date: 10/19/1999	Benelux	Registered
PRETZEL TIME (Stylized) Reg. No. TMA454,105 Reg. Date: 2/16/1996	Canada	Registered
PRETZEL TIME Reg. No. 560.755 Reg. Date: 2/4/2000	Chile	Registered
PRETZEL TIME Reg. No. 679.382 Reg. Date: 11/24/2003	Chile	Registered
 Reg. No. 2745651 Reg. Date: 4/7/2004	European Community	Registered
PRETZEL TIME (& Device) Reg. No. 302481 Reg. Date: 12/6/2002	Great Britain and Northern Ireland	Registered
PRETZEL TIME (Design) Reg. No. 138,110/277/318 Reg. Date: 9/26/2005	Guatemala	Registered
PRETZEL TIME (Design) Reg. No. 138,078/245/318 Reg. Date: 9/23/2005	Guatemala	Registered
FRESHNESS WITH A TWIST! (Stylized) Reg. No. 138,105/272/318 Reg. Date: 9/26/2005	Guatemala	Registered
FRESHNESS WITH A TWIST! (Stylized) Reg. No. 138,123/290/318 Reg. Date: 9/26/2005	Guatemala	Registered

Trademark	Country	Status
PRETZEL TIME (Stylized) Reg. No. 3329303 Reg. Date: 7/4/1997	Japan	Registered
PRETZEL TIME (& Device) Reg. No. 76250 Reg. Date: 4/23/2005	Jordan	Registered
PRETZEL TIME FRESHNESS WITH A TWIST! (& Device) Reg. No. 76252 Reg. Date: 4/23/2005	Jordan	Registered
PRETZEL TIME FRESHNESS WITH A TWIST! (& Device) Reg. No. 76253 Reg. Date: 4/23/2005	Jordan	Registered
PRETZEL TIME (& Device) Reg. No. 76251 Reg. Date: 4/23/2005	Jordan	Registered
PRETZEL TIME (& Design) Reg. No. 458288 Reg. Date: 4/25/1994	Mexico	Registered
PRETZEL TIME (& Design) Reg. No. 140081 Reg. Date: 1/14/2005	Panama	Registered
PRETZEL TIME (& Design) Reg. No. 140082 Reg. Date: 1/14/2005	Panama	Registered
FRESHNESS WITH A TWIST! Reg. No. 140083 Reg. Date: 1/14/2005	Panama	Registered
FRESHNESS WITH A TWIST! Reg. No. 140083 Reg. Date: 1/14/2005	Panama	Registered
PRETZEL TIME (Stylized) Reg. No. 604-27 Reg. Date: 12/22/2001	Saudi Arabia	Registered
PRETZEL TIME (Stylized) Reg. No. 613/9 Reg. Date: 00/00/0000	Saudi Arabia	Registered
PRETZEL TIME Reg. No. EE991752 Reg. Date: 10/21/1999	Tunisia	Registered
PRETZEL TIME Reg. No. 318.246 Reg. Date: 11/19/2001	Uruguay	Registered