

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
Pretzelmaker Franchising, LLC		08/07/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PM 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: 8			
Property Type	Number	Word Mark	
Registration Number:	1818250	PRETZELMAKER WORLD'S BEST SOFT PRETZEL	
Registration Number:	2017894	TIED TO BE FIT	
Registration Number:	2103010	HOWLIN' JALAPENO	
Registration Number:	2105000	CINNFULLY DELICIOUS	
Registration Number:	2858980	SERVING THE WORLD A PRETZEL AND A SMILE	
Registration Number:	2883057	WRAPZEL	
Registration Number:	2935161	PRETZELMAKER	
Registration Number:	2938148	PRETZELMAKER	
CORRESPONDENCE DATA			
Fax Number:	(703)836-2021		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7038366620		
Email:	bryce.maynard@bipc.com		
Correspondent Name:	Bryce J. Maynard		

CH \$215.00 1818250

900084791

TRADEMARK
 REEL: 003604 FRAME: 0139

Address Line 1: 1737 King Street
Address Line 2: Suite 500
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	0070247-000130
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NAME OF SUBMITTER:	Bryce J. Maynard
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Signature:	/Bryce J. Maynard/
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Date:	08/17/2007
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Total Attachments: 8
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is entered into as of August 7, 2007, between Pretzelmaker 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 PM 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.

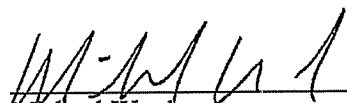
3. Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Intellectual Property in Assignee, its successors or assigns, in all countries, it being understood that 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. All assignments to be executed, notarized and return 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

PRETZELMAKER FRANCHISING, LLC

By: 
Michael Ward

Title: Executive Vice President, Chief Legal
Officer and Secretary

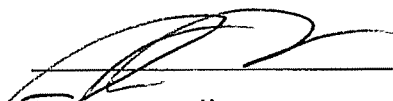
Date: 8/9/07

Assignee

PM FRANCHISE BRANDS, LLC

BY NEXCEN BRANDS, INC.

AS MANAGING MEMBER

By: 
Name: JAMES HARAN

Title: EXECUTIVE VICE PRESIDENT

Date: 8/7/07

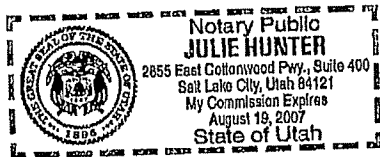
NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF Utah : ss.:
COUNTY OF Salt Lake)

I, Julie Hunter, the undersigned Notary Public do hereby certify
that Michael Ward as EVP, Chief Legal Officer of Pretzelmaker
Franchising, LLC, a Delaware limited liability company, who signed the foregoing Assignment
document, was authorized on the 9 day of August, 2007, to execute the
foregoing Assignment document on behalf of Pretzelmaker Franchising, LLC, and to me
acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

Julie Hunter
Notary Public




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 EXEC. VICE PRESIDENT of Nexcen Brands, Inc.,
 managing member of PM Franchise Brands, LLC, a Delaware limited liability company, who
 signed the foregoing Assignment document, was authorized on the 7th day of
August, 2007, to execute the foregoing Assignment document on behalf of PM
 Franchise Brands, LLC, and to me acknowledged that he/she did sign the said document.


(STAMP AND SEAL)


 Notary Public

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




FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS






SCHEDULE A

Reg. No./ App. No.	Mark	Goods/Services	Status
1,818,250		Retail pretzel store outlets featuring carry-out restaurant services (Class 42)	Registered
2,017,894	TIED TO BE FIT	Restaurant services featuring low-fat pretzels (Class 43)	Registered
2,103,010	HOWLIN' JALAPENO	Pretzels (Class 30)	Registered
2,105,000	CINNFULLY DELICIOUS	Pretzels (Class 30)	Registered
2,858,980	SERVING THE WORLD A PRETZEL AND A SMILE	Restaurant services (Class 43)	Registered
2,883,057	WRAPZEL	Stuffed pretzels (Class 30)	Registered
2,935,161	PRETZELMAKER	Pretzels (Class 30)	Registered
2,938,148	PRETZELMAKER	Restaurant services (Class 43)	Registered

**INTERNATIONAL TRADEMARK
APPLICATIONS AND REGISTRATIONS**

SCHEDULE B

Trademark	Country	Status
PRETZELMAKER WORLD'S BEST SOFT PRETZEL Reg. No. 819132659 Reg. Date: 2/29/1996	Brazil	Registered
 PRETZELMAKER TOUJOURS PRET. TOURJOURS PRETZEL (& Design) Reg. No. TMA489221 Reg. Date: 2/3/1998	Canada	Registered
 PRETZELMAKER (& Design) Reg. No. TMA466,184 Reg. Date: 11/21/1996	Canada	Registered
PRETZELMAKER Reg. No. TMA654,745 Reg. Date: 12/9/2005	Canada	Registered
 PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design) Reg. No. 134782 Reg. Date: 7/22/2005	Egypt	Registered
PRETZELMAKER WORLD'S BEST SOFT PRETZEL Reg. No. SR-0015 Reg. Date: 11/21/1995	Guam	Registered

 PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Device) Reg. No. 4085027 Reg. Date: 11/21/1997	Japan	Registered
 PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design) Reg. No. 4095893 Reg. Date: 12/9/1997	Japan	Registered
 PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design) Reg. No. 115810 Reg. Date: 5/3/2005	South Korea	Registered
 PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design) App. No. 97-4105 App. Date: 3/27/1997	South Korea	Pending
 PRETZELMAKER WORLD'S BEST SOFT PRETZEL (& Design) App. No. 120186 App. Date: 4/29/1997	Philippines	Pending