

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Trust Company, N.A., as successor-in-interest to The Bank of New York		01/29/2008	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Great American Cookie Company Franchising, LLC
Street Address:	2855 E. Cottonwood Parkway
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84121
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78747039	GREAT AMERICAN COOKIES
Registration Number:	1327276	DOUBLE DOOZIE
Registration Number:	1462320	CHOCOLATE CHIP COOKIE COMPANY
Registration Number:	1439376	MACADAMIAHH! THE TROPICAL TASTE OF MACADAMIA NUTS & COCONUT IN EVERY BITE
Registration Number:	1657698	GREAT AMERICAN COOKIE CO.
Registration Number:	2032656	GREAT AMERICAN EATING CARD
Registration Number:	2032657	GREAT AMERICAN COOKIES
Registration Number:	2156880	GREAT AMERICAN COOKIE COMPANY
Registration Number:	2156947	SHARE THE FUN OF COOKIES
Registration Number:	2156881	GREAT AMERICAN COOKIES
Registration Number:	2230857	DINKY
Registration Number:	2230866	DINKY DOOZIE

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Registration Number:	2281010	GREAT AMERICAN COOKIES
Registration Number:	3219534	GREAT AMERICAN COOKIES
Registration Number:	3260134	GREAT AMERICAN COOKIES
Registration Number:	2168002	ALASKAN CHILLER
Registration Number:	2168085	ALASKAN CHILLER
Registration Number:	2189666	SOUTHERN SPRING H2O PURE SPRING WATER
Registration Number:	2099761	SNEAGLE

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: mmcguire@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	013430/24
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	01/31/2008

Total Attachments: 6
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Partial Release") is granted as of January 29, 2008 by and between The Bank of New York Trust Company, N.A., as successor-in-interest to The Bank of New York, (the "Assignor"), a national banking association, located at 700 South Flower Street, 5th Floor, Los Angeles, CA 90017, as trustee under the Indenture and Great American Cookie Company Franchising, LLC ("Assignee"), a limited liability company organized under the laws of Delaware, located at 2855 E. Cottonwood Parkway, Salt Lake City, Utah 84121;

Capitalized terms used in this Partial Release, but not defined herein, shall have the respective meanings ascribed to them in the Asset Purchase Agreement, Indenture, Security Agreement, or Trademark Security Agreement (each as defined herein below), as applicable.

WHEREAS Mrs. Fields Famous Brands, LLC, Mrs. Fields Financing Company, Inc., each Subsidiary of the Company party thereto (including Assignee, Pretzelmaker Franchising, LLC, Pretzel Time Franchising, LLC, TCBY Systems, LLC, and The Mrs. Fields' Brand, Inc. (the "Debtors")), and the Assignor, have entered into an Indenture, dated as of March 16, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Issuers incurred indebtedness for certain notes (such notes, together with all additional notes and all other notes issued thereunder in exchange for such notes and additional notes, the "Notes") and the Guarantors (including the Debtors) have guaranteed the payment of the Notes and the other Obligations thereunder and under the other Indenture Documents;

WHEREAS, the Debtors, together with the Issuers and other Guarantors have executed that certain Security Agreement, dated as of March 16, 2004, in favor of the Assignor (the "Security Agreement"), pursuant to which each Debtor granted Assignor, for the benefit of itself and the Holders, security interests in (among other things) all general intangibles of such Debtor;

WHEREAS, pursuant to a Trademark Security Agreement, dated as of March 16, 2004, by and among Assignee, Pretzelmaker Franchising, LLC, Pretzel Time Franchising, LLC, TCBY Systems, LLC, The Mrs. Fields' Brand, Inc. and Assignor ("Trademark Security Agreement"), Assignee granted a continuing security interest to the Assignor in all of its rights, title and interest in and to the following property (the "Trademark Collateral"), including, but not limited to, the marks set forth on the attached Schedule A:

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Assignee, and all registrations and recordings thereof. and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such

trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on the Schedule attached hereto which lists the name of, and relates to, such Assignee (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in such Assignee's name or in the name of the Assignor for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks of such Assignee and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Assignee's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on March 19, 2004 at Reel 2816/Frame 0746 and on August 8, 2006 at Reel 3388/Frame 0001.

WHEREAS, NexCen Asset Acquisition, LLC, a Delaware limited liability company ("Buyer"), NexCen Brands, Inc., a Delaware corporation ("Parent"), Assignee, Great American Manufacturing, LLC, a Delaware limited liability company ("GAM," and with Assignee, each individually, a "Seller," and collectively, the "Sellers") and Mrs. Fields Famous Brands, LLC, a Delaware limited liability company ("MFFB") are parties to an Asset Purchase Agreement, dated January 29, 2008 (the "Asset Purchase Agreement") pursuant to which Sellers are selling certain assets that are used exclusively or primarily in the businesses that relate to the operation of the GAC Franchise Business and the GAC Manufacturing Business, including the use of any of the Purchased Assets in connection with the operation thereof, including, Intellectual Property Rights (the "Sold Assets").

WHEREAS, the Sold Assets include the trademarks set forth in attached Schedule A;

WHEREAS, in connection with the Asset Purchase Agreement, the Assignor has agreed to reassign to Assignee all right, title and interests in and to the Trademark Collateral included in the Sold Assets and to release and terminate any and all security interests in the Trademark Collateral included in the Sold Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby releases, without recourse, representation or warranty of any kind, all claims of liens or security interests and any other claim of encumbrances, rights, title, interests, or goodwill, of any kind whatsoever, in and to any of Trademark Collateral included in

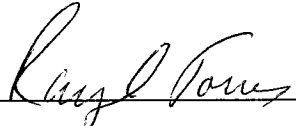
the Sold Assets including but not limited to the registrations and applications set forth in attached Schedule A hereto.

Assignor's continuing security interest in and to all other Trademark Collateral granted pursuant the Security Agreement and Trademark Security Agreement shall remain in full force and effect and shall not be affected by this Partial Release.

This Partial Release shall be binding upon the Assignor and its successor and assigns.

IN WITNESS WHEREOF, the Assignor has executed this PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the date above.






THE BANK OF NEW YORK TRUST
COMPANY, N.A., AS SUCCESSOR-IN-
INTEREST TO THE BANK OF NEW
YORK




By: 

Name: Raymond Torres

Title: Assistant Vice President

SCHEDULE A

Reg. No./ App. No.	Mark	Goods/Services	Owner	Status
1,327,276	DOUBLE DOOZIE	Cookies and bakery goods- namely, two cookies with a center composed of icing or confectionary type filling for consumption on or off the premises (Class 30)	Great American Cookie Company Franchising, LLC	Registered
1,462,320		Retail cookie store services (Class 42)	Great American Cookie Co.	Registered
1,439,376		Fresh baked cookies and granola bars (Class 3)	Great American Cookie Company Franchising, LLC	Abandoned
1,657,698		Retail cookie store services (Class 42)	Great American Cookie Company Franchising, LLC	Registered
2,032,656	GREAT AMERICAN EATING CARD	Cookies (Class 30)	Great American Cookie Company Franchising, LLC	Cancelled
2,032,657	GREAT AMERICAN COOKIES	Cookies and other bakery products (Class 30)	Great American Cookie Company Franchising, LLC	Registered
2,156,880		Cookies and other bakery products (Class 30)	Great American Cookie Company Franchising, LLC	Registered
2,156,947	SHARE THE FUN OF COOKIES	Retail cookie store services (Class 35); Cookies and other bakery products (Class 30)	Great American Cookie Company Franchising, LLC	Registered
2,156,881	<i>Great American Cookies</i>	Cookies and other bakery products (Class 30)	Great American Cookie Company Franchising, LLC	Registered
2,230,857	DINKY	Cookies and other bakery products (Class 30)	Great American Cookie Company Franchising, LLC	Registered
2,230,866	DINKY DOOZIE	Cookies and other bakery products (Class 30)	Great American Cookie Company Franchising, LLC	Registered
2,281,010		Retail cookie store services (Class 35)	Great American Cookie Company Franchising, LLC	Registered

3,219,534		Retail bakery store services (Class 35)	Great American Cookie Company Franchising, LLC	Registered
3,260,134		Cookies, brownies, muffins and bakery products (Class 30)	Great American Cookie Company Franchising, LLC	Registered
78/747,039		Muffin, cookies, brownies and cookie cakes (Class 30); Retail cookie services, restaurant services (Class 43)	Great American Cookie Company Franchising, LLC	Published
2,168,002	ALASKAN CHILLER	Partially frozen soft drinks sold at retail.	Great American Cookie Company Franchising, LLC	Cancelled
2,168,085	ALASKAN CHILLER & Design	Beverage concentrates sold at wholesale for use in the preparation of soft drinks.	Great American Cookie Company Franchising, LLC	Cancelled
2,189,666	SOUTHERN SPRING H2O PURE SPRING & Design	Bottled spring water sold a retail, bottled drinking water sold at retail.	Great American Cookie Company Franchising, LLC	Cancelled
2,099,761	SNEAGLE	Retail cookie store services.	Great American Cookie Company Franchising, LLC	Cancelled