

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Great American Cookie Company Franchising, LLC		01/29/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GAC Franchise Brands, LLC
<b>Street Address:</b>	1330 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 14**

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:	2230857	DINKY
Registration Number:	2230866	DINKY DOOZIE
Registration Number:	2281010	GREAT AMERICAN COOKIES
Registration Number:	3219534	GREAT AMERICAN COOKIES

CH \$365.00 78747039

Registration Number:

3260134

GREAT AMERICAN COOKIES

**CORRESPONDENCE DATA**

Fax Number: (703)836-2021

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

Phone: 703-836-6620

Email: bassam.ibrahim@bipc.com

Correspondent Name: Bassam N. Ibrahim

Address Line 1: P.O. Box 1404

Address Line 4: Alexandria, VIRGINIA 22313-1404

ATTORNEY DOCKET NUMBER:

0070247-191

NAME OF SUBMITTER:

Bassam N. Ibrahim

Signature:

/bassam ibrahim/

Date:

01/31/2008

Total Attachments: 7

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into on January \_\_\_\_\_, 2008, between Great American Cookie Company Franchising, LLC, a limited liability company organized and existing under the laws of Delaware, ("Assignor") and GAC Franchise Brands, LLC, a limited liability company organized and existing under the laws of Delaware ("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, Great American Manufacturing, LLC, Mrs. Fields Famous Brands, LLC, NexCen Brands, Inc. and NexCen Asset Acquisition LLC are parties to the Asset Purchase Agreement dated as of January \_\_\_\_\_, 2008 (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 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 Trademark Rights").

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 Trademark Rights in all countries throughout the world, together with the goodwill of the business associated therewith and symbolized by the Assigned Trademark Rights, 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 Trademark Rights 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 Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

5. The Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of New York.

6. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

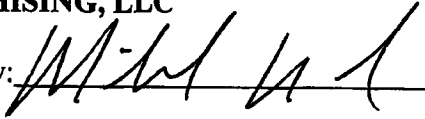
7. Nothing contained in this Assignment shall be deemed to supersede or modify any of the obligations, covenants or warranties of Assignor or Assignee contained in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.

8. 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](mailto:bassam.ibrahim@bipc.com)

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

Assignor

**GREAT AMERICAN COOKIE COMPANY  
FRANCHISING, LLC**

By:  \_\_\_\_\_

Name: Michael Ward

Title: Executive Vice President & Chief  
Legal Officer

Date: January 29, 2008

Assignee

**GAC FRANCHISE BRANDS, LLC**

By: \_\_\_\_\_

Name: Sue J. Nam

Title: Assistant Secretary

Date: January , 2008

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

Assignor

**GREAT AMERICAN COOKIE COMPANY  
FRANCHISING, LLC**

By: \_\_\_\_\_


Name: Michael Ward

Title: Executive Vice President & Chief  
Legal Officer

Date: January, 2008

Assignee

**GAC FRANCHISE BRANDS, LLC**

By:  \_\_\_\_\_

Name: Sue J. Nam

Title: Assistant Secretary

Date: January, 2008

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA )  
STATE OF UTAH : ss.:  
COUNTY OF SALT LAKE )

I, James Mack, the undersigned Notary Public do hereby certify that Michael Ward as Executive Vice President & Chief Legal Officer of Great American Cookie Company Franchising, LLC, a Delaware limited liability company, who signed the foregoing Assignment document, was authorized on the 28<sup>th</sup> day of January, 2008, to execute the foregoing Assignment document on behalf of Great American Cookie Company Franchising, LLC, and to me acknowledged that he/she did sign the said document.

(STAMP AND SEAL)

  
Notary Public

**JAMES MACK**  
**NOTARY PUBLIC, State of New York**  
**No. 0104810400**  
**Qualified in New York County**  
**Commission Expires April 23, 2011**


NOTARIAL CERTIFICATE

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

I, SETH BURROUGHS, the undersigned Notary Public do hereby certify that Sue J. Nam as Assistant Secretary of GAC Franchise Brands, LLC, a Delaware limited liability company, who signed the foregoing Assignment document, was authorized on the \_\_\_\_\_ day of January, 2008, to execute the foregoing Assignment document on behalf of GAC 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	STATUS
1,327,276	DOUBLE DOOZIE	Registered
1,462,320		Abandoned
1,439,376		Abandoned
1,657,698		Registered
2,032,656	GREAT AMERICAN EATING CARD	Cancelled
2,032,657	GREAT AMERICAN COOKIES	Registered
2,156,880		Registered
2,156,947	SHARE THE FUN OF COOKIES	Registered
2,156,881	<i>Great American Cookies</i>	Registered
2,230,857	DINKY	Registered
2,230,866	DINKY DOOZIE	Registered
2,281,010		Registered
3,219,534		Registered
3,260,134		Registered
78/747,039	<b>GREAT AMERICAN COOKIES</b>	Published