

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
Integrated Brands Inc		05/31/2007	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Specialty Desserts Inc
Street Address:	714 Falling Water Road
City:	Weston
State/Country:	FLORIDA
Postal Code:	33326
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1864837	GINGERBREAD MEN
Registration Number:	1859858	FROSTY SNOWMEN
Registration Number:	1859859	JOLLY SANTAS
Registration Number:	1888682	CHILLY BEARS
Registration Number:	1085807	
Registration Number:	1858751	
Registration Number:	1865899	

CORRESPONDENCE DATA

Fax Number: (954)659-1141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9545600749
 Email: dgray@specialty-desserts.com
 Correspondent Name: Douglas F Gray
 Address Line 1: 714 Falling Water Road

OP \$190.00 1864837

Address Line 4: Weston, FLORIDA 33326

NAME OF SUBMITTER: Douglas F Gray

Signature: /douglas f gray/

Date: 02/05/2008

Total Attachments: 5
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Trademark Assignment

WHEREAS, Integrated Brands, Inc., is a New Jersey corporation with a principal place of business at 210 Shields Court, Markham, Ontario, L3R 8V2 (hereinafter "Assignor"); and

WHEREAS, Specialty Desserts, Inc., is a Florida corporation having a place of business at 714 Falling Water Road, Weston, Florida, 33326 ("Assignee"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed in the attached Schedule A, as well as all of the goodwill of the business symbolized thereby and associated therewith (the "Trademarks"); and

WHEREAS, Assignor is willing to transfer such right, title and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration in the amount of \$32,500, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers unto Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor covenants and agrees to execute and deliver such other documents as Assignee may reasonably request for the purposes of transferring, recording or otherwise effectuating or perfecting the transfer and assignment confirmed herein and as originally contemplated herein.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment effective as of this 31st day of may 2007.

Integrated Brands, Inc. (Assignor)



.....
Name: Michael Serruya
Title: CEO

Specialty Desserts, Inc. (Assignee)



.....
Name: Douglas F. Gray
Title: President

Schedule A

Application Serial No. / Registration No.	Mark
Reg. No. 1864837	GINGERBREAD MEN
Reg. No. 1859858	FROSTY SNOWMEN
Reg. No. 1859859	JOLLY SANTAS
Reg. No. 1888682	CHILLY BEARS
Reg. No. 1085807	GINGERBREAD DESIGN
Reg. No. 1858751	SANTA FACE DESIGN
Reg. No. 1865899	CHILLY BEAR COOKIE DESIGN

BILL OF SALE

THIS BILL OF SALE made the 31st day of May, 2007.

BETWEEN:

INTEGRATED BRANDS, INC., a corporation
incorporated and existing under the laws of the State of New
Jersey (the "Vendor")

- and -

SPECIALTY DESSERTS, INC., a corporation incorporated
and existing under the laws of the State of Florida (the
"Purchaser")

WITNESS THAT WHEREAS the Vendor wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendor, all of the Vendor's right, title and interest in and to those assets (the "Purchased Assets") set out in Schedule A hereto;

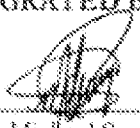
NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto:

1. The Vendor hereby sells, assigns, transfers and sets over unto the Purchaser all of its right, title, and interest in and to the Purchased Assets, on an "as is, where is" basis with no express or implied warranties.
2. Each of the Vendor and the Purchaser covenants and agrees that it shall and will, from time to time and at all times hereafter, at the request and expense of the other party, make, do, and execute or cause or procure to be made, done, and executed all such further acts, deeds, and assurances for more effectually assigning and assuring to the Purchaser the Vendor's right, title, and interest in and to Purchased Assets.
3. This Bill of Sale and everything herein contained shall enure to the benefit of, and be binding upon the Vendor, its legal representatives, successors and, assigns, and the Purchaser, its legal representatives, successors and permitted assigns.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

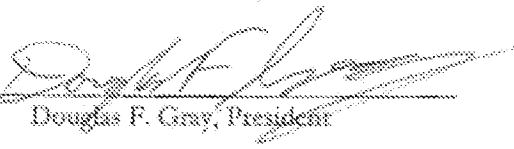
IN WITNESS WHEREOF, the parties hereto have duly executed this Bill of Sale as of the day and date first set out above.

INTEGRATED BRANDS, INC.

Per: 
Michael Serruya, CEO

I have authority to bind the Corporation

SPECIALTY DESSERTS, INC.

Per: 
Douglas F. Gray, President

I have authority to bind the Corporation