

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
Cold Stone Creamery, Inc.		06/18/2008	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Pinkberry, Inc.		
Street Address:	6310 San Vicente Boulevard		
Internal Address:	Suite 100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77377714	TARTBERRY	
CORRESPONDENCE DATA			
Fax Number:	(310)826-6991		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310.826.7474		
Email:	ilee@raklaw.com		
Correspondent Name:	Irene Y. Lee		
Address Line 1:	12424 Wilshire Blvd., 12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	2751-006		
NAME OF SUBMITTER:	Irene Y. Lee		
Signature:	/Irene Y. Lee/		
Date:	06/27/2008		

OP \$40.00 77377714

Total Attachments: 1
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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of June 18, 2008 (the "Effective Date") from Cold Stone Creamery, Inc. ("ASSIGNOR") to Pinkberry, Inc. ("ASSIGNEE").

In consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's right, title, and interest of whatever kind in and to the trademark "Tartberry" ("Mark") therefor, together with (1) the goodwill of the business relating to the goods in respect upon which the Mark is used and for which it is applied for trademark registration; (2) United States Trademark Application, Serial No. 77/377,714, filed on January 22, 2008; (3) all damages hereafter due or payable to ASSIGNOR with respect to the Mark, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (4) all rights to sue for past, present and future infringements or misappropriations of the Mark.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark and the Application.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this Assignment, as of the Effective Date.

ASSIGNOR: Cold Stone Creamery, Inc.



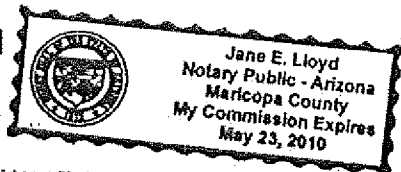
Name: *Michael Reagen*
Title: *CVP & Gen'l Counsel*

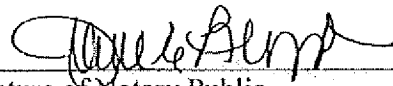
STATE OF ARIZONA) ss.
COUNTY OF *Maricopa*

On *June 25, 2008*, before me, personally appeared *Michael Reagen*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Seal]




Signature of Notary Public