

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heidi's Frogen Yozurt Shoppes, Inc.		04/09/1993	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Steve's Homemade Ice Cream, Inc.		
<b>Street Address:</b>	424 E. John Street		
<b>City:</b>	Lindenhurst		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11757		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1516783	HEIDI'S FROGEN YOZURT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)661-4899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	214-953-6818		
<b>Email:</b>	daltmdept@bakerbotts.com		
<b>Correspondent Name:</b>	Valerie Verret		
<b>Address Line 1:</b>	2001 Ross Avenue		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	069410.0932		
<b>NAME OF SUBMITTER:</b>	Valerie Verret		
<b>Signature:</b>	/Valerie Verret/		

CH \$40.00 1516783

Date:

06/22/2009

**Total Attachments: 9**

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AFFIDAVIT

CANADA

PROVINCE OF ONTARIO

REGIONAL MUNICIPALITY OF YORK

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BEFORE ME, the undersigned authority, personally appeared MICHAEL SERRUYA who having been duly sworn by me, upon his oath deposed and stated as follows:

1. My name is MICHAEL SERRUYA. I am over twenty-one (21) years of age. I am of sound mind, have never been convicted of a felony and am otherwise competent to make this Affidavit and testify to the matters stated herein. I can affirm that the facts stated herein are true and correct based on my personal knowledge and/or my review of company records.

2. I am A DIRECTOR of Integrated Brands, Inc., a New Jersey corporation.

3. I hereby state that on APRIL 9, 1993 all trademarks owned by Heidi's Frogen Yozurt Shoppes, Inc., a Florida corporation ("Heidi's"), were transferred to Steve's Homemade Ice Cream, Inc., a New Jersey corporation as a result of Heidi's bankruptcy pursuant to the Collateral Trademark Assignment dated July 7, 1989 attached hereto.

4. On July 27, 1995, Steve's Homemade Ice Cream, Inc., a New Jersey corporation changed its name to Integrated Brands Inc.

5. Accordingly, I hereby request that the Collateral Trademark Assignment be recorded to reflect the transfer of the trademarks from Heidi's to Steve's Homemade Ice Cream, Inc.

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FURTHER AFFIANT SAYETH NOT.

Name: \_\_\_\_\_



MICHAEL SERRUYA

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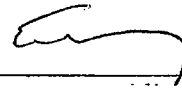
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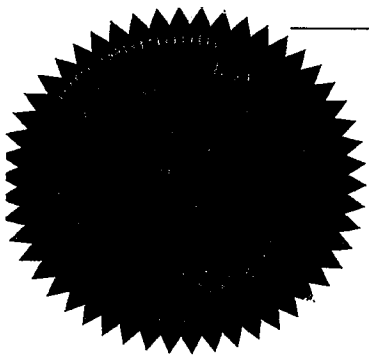
**NOTARIAL ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public on this day personally appeared MICHAEL SERRA YA, A DIRECTOR of Integrated Brands, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Integrated Brands, Inc., a New Jersey corporation, and that he had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 18<sup>th</sup> day of June, 2009.



EDWARD WEIDBERG, of Ontario  
Notary Public in and for the  
Province of Ontario, Canada



My commission expires the N/A day  
of \_\_\_\_\_,  
20\_\_\_\_.

COLLATERAL TRADEMARK ASSIGNMENT

THIS COLLATERAL TRADEMARK ASSIGNMENT ("Assignment") made this 7<sup>th</sup> day of July, 1989, by HEIDI'S FROZEN YOZURT SHOPPES, INC., a Florida corporation, for itself and as successor to HEIDI'S FROZEN YOZURT SHOPPES, INC., a California corporation, having an office at 200 Andover Business Park Drive, River Road, Suite 1000, Andover, Massachusetts 01810 ("Assignor"), to Steve's Homemade Ice Cream, Inc., a New Jersey corporation with an office located at 424 E. John Street, Lindenhurst, New York 11757 ("Assignee"):

W I T N E S S E T H

WHEREAS, Assignor and Assignee have entered into certain financing arrangements which provide (i) for the Assignee to extend credit to or for the account of Assignor and (ii) for the grant by Assignor to Assignee of a security interest in Assignor's trademarks, trademark applications, tradenames, and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Collateral Assignment of Trademarks To secure the complete and timely satisfaction of all of the obligations of Assignor, Assignor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of a default of such obligations all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on the Trademark Schedule attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, (including, without limitation, damages and payments for past or future infringements thereof), (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

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(ii) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

2. Restrictions on Future Agreements. Assignor agrees that until its obligations shall have been satisfied in full, Assignor will not, without Assignee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

3. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Trademarks as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks assigned hereunder, or (ii) the obligations have been paid in full and satisfied.

4. Assignee's Right to Inspect. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Trademarks without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof; (iii) not to change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, at least monthly, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

5. Reassignment to Assignor. This Assignment is made for collateral purposes only. Upon payment in full and satisfaction of the obligations, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks subject to any disposition thereof which may have been made by Assignee pursuant hereto.

6. Duties of Assignor. Assignor shall have the duty, (i) to prosecute diligently any trademark application of the Trademarks pending as of the date hereof or thereafter until the obligations shall have been fulfilled. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a trademark application, or any pending trademark application, or trademark without the consent of Assignee, which consent shall not be unreasonably withheld.

7. Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and any if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this paragraph 8.

8. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

10. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided herein or by a writing signed by the parties hereto.

11. Cumulative Remedies; Power of Attorney All of Assignee's rights and remedies with respect to the Trademarks established hereby, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee in the use of the Trademarks or

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(ii) take any other actions with respect to the Trademarks as the Assignee deems in the best interest of the Assignee, or from and after the occurrence of an event of default, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the obligations shall have been paid in full and all financing arrangements between Assignor and Assignee have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code.

12. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of assignee, its nominees and assigns.

13. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the 7<sup>th</sup> day of July, 1984.

Heidi's Frozen Yozurt Shoppes, Inc.

ATTEST:

By

*Jenneth Kim*  
President

*Richard Andrichak*  
Secretary

(AFFIX CORPORATE SEAL)

Trademarks Schedule

**HEIDI'S FROZEN YOGURT SHOPPES AND DESIGN**  
U.S. Trademark Registration No. 1,368,296  
Registered October 29, 1985

**CULTURE COOKIES**  
California Trademark Registration No. 22388  
Registered March 7, 1985

**CULTURE CONES**  
California Trademark Registration No. 22387  
Registered March 7, 1985

**CULTURE CUP**  
California Trademark Registration No. 22386  
Registered March 7, 1985

**ADD A LITTLE CULTURE TO YOUR LIFE**  
U.S. Trademark Serial No. 658,355, Reg. No. 1,482,768  
Filed May 1, 1987  
California Trademark Registration No. 22385  
Registered March 7, 1985

**FIGHT FAT**  
U.S. Trademark Registration No. 1,430,697  
Registered February 24, 1987  
California Trademark Registration No. 27549  
Registered July 21, 1986

**HEIDI & DESIGN / ADD A LITTLE CULTURE TO YOUR LIFE AND YOGURT  
CUP DESIGN**  
U.S. Trademark Registration No. 1,435,868  
Registered April 7, 1987  
California Trademark Registration No. 27635

**HEIDI'S FROZEN YOGURT**  
U.S. Trademark Serial No. 673,955, Reg. No. 1,516,783  
Filed July 23, 1987, Issued December 13, 1988  
California Reg. No. 30776

**CUSTOM CULTURE**  
U.S. Trademark Registration No. 1,506,629  
Registered September 27, 1988  
California Trademark Registration No. 032229  
Registered March 14, 1988

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PATENT & TRADEMARK OFFICE

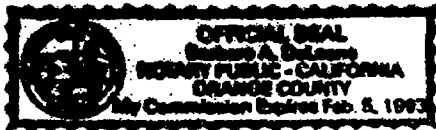
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STATE OF California,  
COUNTY OF Orange, SS.

*Heidi Forgen*  
COMMISSIONER OF PATENTS  
TRADEMARK OFFICE

The foregoing Collateral Trademark Assignment was executed and acknowledged before me this 7<sup>th</sup> day of July, 1989, by Kenneth Stern and \_\_\_\_\_ personally known to me to be the President and Secretary, respectively, of Heidi Forgen Yozurt, a California corporation, and of Heidi Forgen Yozurt, a Florida corporation, on behalf of such corporations.

(SEAL)



*Barbara A. Neff*  
Notary Public  
Orange County, California  
My Commission expires:  
Feb. 5, 1993

Agreed and Accepted this  
day of \_\_\_\_\_, 19\_\_

*Kenneth Stern*  
Corporate Officer

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