

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Baskin's Group, Ltd.		07/13/2009	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Baskins Acquisition Holdings, LLC		
<b>Street Address:</b>	205 Commerce Street		
<b>Internal Address:</b>	Attn: Joe T. Hays, Director		
<b>City:</b>	Livingston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77351		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3272004	WORK WESTERN WEEKEND BASKINS YOUR FRIENDLY FAMILY STORE	
<b>Registration Number:</b>	3541365	DIAMOND B	
<b>Registration Number:</b>	3457163	DIAMOND B WORKWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(501)375-1309		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	501-377-0360		
<b>Email:</b>	trobertson@roselawfirm.com		
<b>Correspondent Name:</b>	Rose Law Firm		
<b>Address Line 1:</b>	120 East 4th Street		
<b>Address Line 2:</b>	Attn: Teresa Robertson		
<b>Address Line 4:</b>	Little Rock, ARKANSAS 72201		
<b>ATTORNEY DOCKET NUMBER:</b>	105412-7 (KEVIN BURNS)		

OP \$90.00 3272004

NAME OF SUBMITTER:	Teresa Robertson
Signature:	/s/ Teresa Robertson
Date:	07/16/2009
<b>Total Attachments: 4</b> source=Assignment of Intellectual Property Assets#page1.tif source=Assignment of Intellectual Property Assets#page2.tif source=Assignment of Intellectual Property Assets#page3.tif source=Assignment of Intellectual Property Assets#page4.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS is dated as of July 13, 2009 by and between Baskin's Group, Ltd., a Texas limited partnership ("*Assignor*"), and Baskins Acquisition Holdings, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of July 13, 2009 (the "*Agreement*"); and

WHEREAS, under the Agreement, Assignee agreed to purchase certain of Assignor's assets used in Assignor's business; and

WHEREAS, in conducting its business, Assignor has acquired an interest in certain intellectual property assets that are primarily used in its business to be transferred to Assignee; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the federal trademark registration and application therefor listed in Schedule A hereto that is used, held for use or intended to be used primarily in the operation or conduct of its business (the "*Trademark*"); and

WHEREAS, Assignor is the owner of certain rights, title and interests in and to various copyrights, trade dress, ideas, inventions, know-how, trade secrets, unregistered trademarks, service marks and tradenames, and other similar proprietary rights that are that are used, held for use or intended to be used primarily in the operation or conduct of its business and required to be transferred under the Agreement (collectively, the "*Other IP Assets*"), including the unregistered trademarks and service marks listed in Schedule A hereto; and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademark and the Other IP Assets, and Assignor has promised, in the Agreement, to cause the same to be assigned; and

NOW, THEREFORE, for ten dollars (US \$10.00) and other valuable and legally sufficient consideration, including the consideration set forth in the Agreement, acknowledged by the Assignor to have been received in full:

1. Assignor does hereby sell, convey, assign and transfer to Assignee, the entire right, title and interest in, to and under the Trademark and the Other IP Assets (collectively, the "ASSETS"), in each instance together with the goodwill of the business symbolized by such ASSETS, together with all rights and privileges granted and secured thereby, including the full right to sue for past, present or future infringement of such ASSETS, these rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Assignor hereby covenants that it has full right to convey the entire interest herein assigned and agrees to execute at Assignee's expense any and all documents reasonably required to effect this Assignment, including any country-specific assignments necessary to record transfer of title.

3. Assignor hereby covenants and agrees that it will execute and deliver, or cause to be executed and delivered, such other instruments of conveyance, assignment, transfer and delivery, and will take such other actions, as Assignee may reasonably request and at Assignee's expense in order to more effectively transfer, convey, assign and deliver to Assignee any of the ASSETS, or to enable Assignee to exercise and enjoy all rights and benefits of Assignor with respect thereto.

4. The terms and covenants of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor and its successors and assigns.


5. Assignor hereby warrants and represents that it has not entered into any assignment, contract, or understanding in conflict herewith.

6. Assignor hereby requests that the appropriate patent, trademark or other government offices record this Assignment and issue a new certificate of registration in Assignee's name.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment Of Intellectual Property Assets on the date set forth above.

**Baskin's Group, Ltd.**

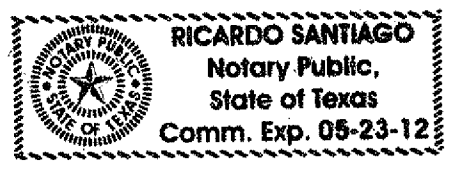
By: Baskin's GP, LLC, General Partner

By:   
Its: PAUL THOMPSON

STATE OF Texas )  
 ) SS:  
COUNTY OF Dallas )

On this 13<sup>th</sup> day of June, 2009, before me appeared Paul Thompson, who, being by me duly sworn, did say that he/she is the Manager of Baskin's Group, Ltd., a Texas limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF REGISTERED TRADEMARK ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such corporation and that the foregoing Assignment was a free and voluntary act and deed.

Ricardo Santiago  
Notary Public



My commission expires: 5/23/2012

**SCHEDULE A**

**Registered Trademarks:**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>
BASKINS	U.S.	3,272,004
Diamond B	U.S.	3,541,365
Diamond B Workwear & Design	U.S.	3,457,163

**Unregistered Trademarks and Service Marks:**

<b>Mark</b>	<b>Jurisdiction</b>