

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.		01/31/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	The Fresh Ice Cream Company, LLC		
Street Address:	1337-2 Lincoln Avenue		
City:	Holbrook		
State/Country:	NEW YORK		
Postal Code:	11741		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1158272	STEVE'S ICE CREAM	
CORRESPONDENCE DATA			
Fax Number:	(212)632-5555		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-632-5500		
Email:	lmoffatt@salans.com		
Correspondent Name:	Lora A. Moffatt		
Address Line 1:	Salans, Rockefeller Center		
Address Line 2:	620 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	0216223.0001		
NAME OF SUBMITTER:	Lora A. Moffatt		
Signature:	/lora a moffatt/		

CH \$40.00 1158272

Date:

10/14/2009

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated January , 2009 ("Assignment"), is made by INTEGRATED BRANDS, INC. (Assignor), a New Jersey corporation, for the benefit of THE FRESH ICE CREAM COMPANY, LLC. ("Assignee") a New York corporation.

WHEREAS, Assignor has adopted, used, and is the owner of the trademarks listed on Schedule A attached hereto, including all common law rights and applications and registrations therefore (the "Trademarks");

WHEREAS, Assignor has agreed to assign, transfer and convey all right, title and interest in and to the Trademarks to Assignee pursuant to that certain Trademark Settlement and Assignment Agreement entered into between Assignor and Assignee on even date herewith and incorporated herein by reference; and

WHEREAS, Assignee has agreed to acquire all of Assignor's right, title and interest in and to the Trademarks including the goodwill, but none of the liabilities associated with the Security Interest (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignor does hereby assign, transfer, convey and set over to Assignee all of its full right, title and interest, including common law rights, in the United States of America and in any foreign jurisdictions in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks, any applications and registrations thereof, any renewal rights therein, any revival or reinstatement rights therein, and the exclusive right to enforce the Trademarks in the United States and in any foreign jurisdictions in the sole name of Assignee, its successors, legal representatives and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Assignor agrees to use its best efforts to obtain a release of the security interest held by JP Morgan Chase Bank, N.A. (administrative agent), which was recorded in April 27, 2006 at Reel/Frame 32,98/0106 ("Security Interest").

3. Assignor hereby agrees to execute, at Assignee's expense, all instruments, documents and papers and to perform such other proper acts as Assignee, its successors or assigns may deem reasonably necessary to secure to Assignee, its successors or assigns the rights hereby assigned.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America.

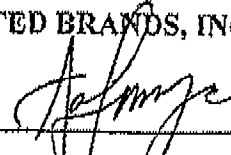
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

INTEGRATED BRANDS, INC.

By: _____

Name: _____

Title: _____


AARON SERWYA
Y. P.








ACCEPTED AND ACKNOWLEDGED BY:
THE FRESH ICE CREAM COMPANY,
LLC.

By: _____

Name: David Stein

Title: CEO

SCHEDULE A

Trademark	Jurisdiction	Registration Number	Registration Date
Steve's Ice Cream	United States	Reg. No. 1,158,272	June 23, 1981
Steve's	United States	Reg. No. 1,514,028	November 22, 1988
Steve's & Design 	United States	Reg. No. 1,514,027	November 22, 1988
Steve's	Australia	Reg. No. 424350	March 26, 1985
Steve's	Australia	Reg. No. 424351	March 26, 1985
Steve's	Canada	Reg. No. TMA364679	February 2, 1990
Steve's Ice Cream & Design	Canada	Reg. No. TMA335727	December 31, 1987
Steve's & Design 	Canada	Reg. No. TMA369028	June 1, 1990
Steve's & Design 	Italy	Reg. No. 917277	November 5, 2003
Steve's Ice Cream & Design 	Japan	Reg. No. 2147334	June 23, 1989
Steve's	Japan	Reg. No. 2061668	July 22, 1988
Steve's	United Kingdom	Reg. No. 1242640	May 12, 2006
Steve's & Design 	United Kingdom	Reg. No. 1439878	November 13, 1992
Steve's & Design 	United Kingdom	Reg. No. 1439879	January 8, 1993
Steve's & Design 	United Kingdom	Reg. No. 1439880	September 18, 1992