

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 |
| Denbra, Inc. | | 08/08/2010 | CORPORATION: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Denbra IP Holdings, LLC | | |
| Street Address: | c/o Mark Katz | | |
| Internal Address: | 8965 S. Eastern Ave., Suite 360 | | |
| City: | Las Vegas | | |
| State/Country: | NEVADA | | |
| Postal Code: | 89123 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEVADA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3309781 | NOTHING BUNDT CAKES | |
| Registration Number: | 2697008 | NOTHING BUNDT CAKES | |
| Registration Number: | 3839009 | BUNDTINI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (602)631-4529 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 6026319100 | | |
| Email: | pto_lcv@vclmlaw.com | | |
| Correspondent Name: | Lance C. Venable | | |
| Address Line 1: | 1938 East Osborn Rd. | | |
| Address Line 4: | Phoenix, ARIZONA 85016 | | |
| ATTORNEY DOCKET NUMBER: | PHLV0793-000 | | |
| NAME OF SUBMITTER: | Lance C. Venable | | |

OP \$90.00 3309781

| | |
|---|--------------------|
| Signature: | /Lance C. Venable/ |
| Date: | 01/21/2011 |
| Total Attachments: 20 source=2011-01-21 IP Assignment for Denbra Final2#page1.tif source=2011-01-21 IP Assignment for Denbra Final2#page2.tif source=2011-01-21 IP Assignment for Denbra Final2#page3.tif source=2011-01-21 IP Assignment for Denbra Final2#page4.tif source=2011-01-21 IP Assignment for Denbra Final2#page5.tif source=2011-01-21 IP Assignment for Denbra Final2#page6.tif source=2011-01-21 IP Assignment for Denbra Final2#page7.tif source=2011-01-21 IP Assignment for Denbra Final2#page8.tif source=2011-01-21 IP Assignment for Denbra Final2#page9.tif source=2011-01-21 IP Assignment for Denbra Final2#page10.tif source=2011-01-21 IP Assignment for Denbra Final2#page11.tif source=2011-01-21 IP Assignment for Denbra Final2#page12.tif source=2011-01-21 IP Assignment for Denbra Final2#page13.tif source=2011-01-21 IP Assignment for Denbra Final2#page14.tif source=2011-01-21 IP Assignment for Denbra Final2#page15.tif source=2011-01-21 IP Assignment for Denbra Final2#page16.tif source=2011-01-21 IP Assignment for Denbra Final2#page17.tif source=2011-01-21 IP Assignment for Denbra Final2#page18.tif source=2011-01-21 IP Assignment for Denbra Final2#page19.tif source=2011-01-21 IP Assignment for Denbra Final2#page20.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*") is effective as of this 8th day of August, 2010, by DENBRA, INC., a Nevada corporation ("*Assignor*"), in favor of DENBRA IP HOLDINGS, LLC, a Nevada limited-liability company (the "*Assignee*").

RECITALS

WHEREAS, Assignor owns all the rights, title, interest, and estate in and to the intellectual property that is set forth in the attached **Exhibit A**, which is incorporated herein by this reference (the "*Property*").

WHEREAS, Assignor desires to transfer the same to Assignee, which is wholly owned by Assignor.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree that the above recitals are true and correct and are incorporated herein, and further agree as follows.

1. **Assignment.** Assignor hereby assigns unto Assignee all of Assignor's rights, title, interests, and estate in and to the Property; *provided, however*, that (a) Assignor hereby reserves to itself a non-exclusive license to use any and all of the Property in connection with Assignor's operation of its existing and future Nothing Bundt Cakes stores, whether presently or hereafter owned and/or operated by Assignor (the "*License*"); and (b) Assignee's rights in and to the Property are subject to that certain License Agreement (the "*NBF License*") by and between Assignor (as licensor) and NOTHING BUNDT FRANCHISING, LLC, a Nevada limited-liability company (as licensee) ("*NBF*"), as the successor in interest to NOTHING BUNDT FRANCHISING, INC., a Nevada corporation, a true and correct copy of which is attached hereto as **Exhibit B** and is, by this reference. The License shall remain in full force and effect for so long as Assignor pays Assignee a sum equal to any and all of the costs and expenses incurred by Assignee with respect each and every Ownership Action undertaken by Assignee (the "*Licensing Fees*"). Subject only to the License and the NBF License, the conveyance made by this Assignment is exclusive to Assignee.

2. **Acceptance.** Assignee hereby accepts the conveyance of the Property by Assignor pursuant to this Assignment and agrees to make any and all filings and to take any and all other action as Assignee, in Assignee's sole and absolute discretion, deems necessary and/or proper to protect, preserve, and/or otherwise perfect its rights, title, estate, and interest in and to the Property (the "*Ownership Actions*"), all of which shall be undertaken by Assignee at Assignee's sole cost and expense. Further, Assignee hereby acknowledges that, except for the License, the NBF License is an exclusive, fully paid, and worldwide licensing agreement. Assignee hereby assumes all of the Assignor's rights and obligations under the NBF License, whether arising before, on, or after the date of this Assignment.

3. Payment of Licensing Fees. Assignor shall pay Assignee the Licensing Fees then due within thirty (30) calendar days following Assignee's demand therefor, which Licensing Fees shall be paid in U.S. Currency with immediately available funds.

4. Filing and Recording. Assignor shall do any and all acts reasonably necessary to promptly assist Assignee in obtaining and/or assigning and enforcing any trademark or other protections of, or rights to, all or any portion of the Property, including, without limitation, executing such documents as Assignee may reasonably request from time to time; *provided, however,* that any costs directly or indirectly associated with any of the above described actions shall be borne by, and be the sole cost, expense, and responsibility of, Assignee.

5. Miscellaneous. This Assignment shall be binding upon the parties hereto and their respective successors and/or assigns. This Assignment shall be governed by the laws of the State of Nevada and, where applicable, federal law. Each provision of this Assignment shall be considered severable. If for any reason any provision of this Assignment is determined to be invalid, then such invalidity shall not impair or otherwise affect the validity of the other provisions of this Assignment. Assignor represents that by entering into this Assignment, Assignor will not breach any other agreement and that Assignor is not prohibited from entering into this Assignment by any other agreement to which Assignor is a party. Assignor further agrees to cause any and all entities, whether corporations, partnerships, limited-liability entities or any other entities whether or not a registered entity, that are directly or indirectly controlled or influenced by Assignor, to transfer the Property.

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date and year first written above.

ASSIGNOR
DENBRA, INC.,
a Nevada corporation



DENA TRIPP, President

ASSIGNEE
DENBRA IP HOLDINGS, LLC
a Nevada limited-liability company



DENA TRIPP, Manager



DEBRA SHWETZ, Manager

EXHIBIT A

DESCRIPTION OF THE PROPERTY

1. The following Trademarks, which are on file with the U.S. Patent and Trademark Office:
 - A. Serial No. 78891817
Registration No. 3309781
Trademark relating to “*Nothing Bundt Cakes*”
 - B. Serial No. 78620549
Trademark relating to “*Stressed Spelled Backwards is Desserts*”
[Abandoned on May 31, 2006]
 - C. Serial No. 78714932
Trademark relating to “*Bundtlet*”
[Abandoned on September 25, 2006]
 - D. Serial No. 76082188
Registration No. 2697008
Trademark relating to “*Nothing Bundt Cakes*”
 - E. Serial No. 77768790
Registration No. 3839009
Trademark relating to “*Bundtini*”
2. All recipes, formulas, and processes owned or otherwise used by Assignor in connection with Assignor’s operations of its “*Nothing Bundt Cakes*” stores, whether presently or hereafter operated by Assignor.
3. All logos unregistered trademarks, services marks, or similar marks associated with Assignor’s operation of one or more “*Nothing Bundt Cakes*” stores, whether presently or hereafter operated by Assignor.
4. All manuals and other writings relating to any and all items contained in item 2 above.
5. The following materials, in which copyrights are claimed:

The Operations Manual (and all the information contained therein) used by Nothing Bundt Franchising, LLC, a Nevada limited-liability company, as all of the same now exist and may hereafter be amended, revised, altered, or modified.

All advertising and marketing materials, videos, computer software, certain specific product arrangements, and similar items now or hereafter used in operating a “*Nothing Bundt Cakes*” store.

6. The following information, which is the confidential information of Licensor.

Site selection criteria; training and operations materials and manuals; methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in developing and operating "Nothing Bundt Cakes" stores; marketing and advertising programs for "Nothing Bundt Cakes" Stores; any computer software or similar technology that is proprietary to Licensor in operating Licensor's "Nothing Bundt Cakes" stores; and graphic designs and related intellectual property.

Any and all ideas, concepts, techniques, or materials relating to the development and/or operation of a NOTHING BUNDT CAKES store, whether or not protectable intellectual property and whether created by or for Licensee, its sub-licensees, and/or their respective employees and/or agents, must be promptly disclosed to Licensor and will be deemed to be Licensor's sole and exclusive property, works made-for-hire for Licensor, and a part of the Intellectual Property. To the extent that any item does not qualify as a "work made-for-hire" for Licensor, Licensor hereby assigns ownership thereof, and all related rights thereto, to Licensor and agrees to take whatever action (including signing one or more assignments or other documents) that Licensor may from time to time request to evidence Licensor's ownership thereof or to otherwise help Licensor obtain intellectual property rights in and to such item.

7. Any and all items described in item 1 through and including item 6 above that may hereafter be developed, discovered, used, or otherwise employed by Assignor in connection with its operation of one or more "*Nothing Bundt Cakes*" stores, whether presently or hereafter operated by Assignor.

EXHIBIT B

NBF License

ASSIGNMENT

THIS ASSIGNMENT (this "*Assignment*") is effective as of this 24th day of May, 2006, by NOTHING BUNDT FRANCHISING, INC., a Nevada corporation ("*Assignee*"), in favor of NOTHING BUNDT FRANSCHISING, LLC, a Nevada limited-liability company (the "*Assignee*").

RECITALS

WHEREAS, Assignor is the licensee under the NBF License (defined below).

WHEREAS, Assignor desires to transfer all of Assignor's rights, title, interest, and estate in and to the NBF License to Assignee and Assignee desires to assume all of Assignor's rights, title, interest, and estate in and to the NBF License.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree that the above recitals are true and correct and are incorporated herein, and further agree as follows.

1. Assignment. Assignor hereby assigns unto Assignee all of Assignor's rights, title, interests, and estate in and to the that certain License Agreement (the "*NBF License*") by and between Assignor (as licensee) and DENBRA, INC., a Nevada corporation, a true and correct copy of which is attached hereto as Exhibit A and is, by this reference, incorporated herein.

2. Acceptance. Assignee hereby accepts the conveyance of the NBF License from Assignor pursuant to this Assignment and agrees to be fully bound by the terms set forth in the NBF License as though Assignee were the original licensee thereunder.

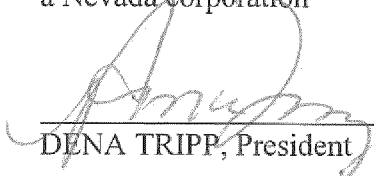
3. Filing and Recording. Assignor and Assignee hereby agree to provide one another with such other further documents as either of them may, from time to time, reasonably request of the other and to undertake such additional and further acts as either of them may, from time to time, reasonably request, all in furtherance of perfecting the assignment contemplated by this Assignment; provided, however, that any and all costs directly or indirectly associated with any of the above described actions shall be borne by, and be the sole cost, expense, and responsibility of, Assignee.

4. Miscellaneous. This Assignment shall be binding upon the parties hereto and their respective successors and/or assigns. This Assignment shall be governed by the laws of the State of Nevada and, where applicable, federal law. Each provision of this Assignment shall be considered severable. If for any reason any provision of this Assignment is determined to be invalid, then such invalidity shall not impair or otherwise affect the validity of the other provisions of this Assignment. Assignor represents that by entering into this Assignment, Assignor will not breach any other agreement and that Assignor is not prohibited from entering into this Assignment by any other agreement to which Assignor is a party. Assignor further agrees to cause any and all entities,

whether corporations, partnerships, limited-liability entities or any other entities whether or not a registered entity, that are directly or indirectly controlled or influenced by Assignor, to transfer the Property.

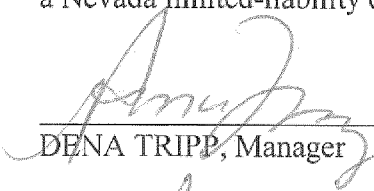
IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date and year first written above.

ASSIGNOR
NOTHING BUNDT FRANCHISING, INC.,
a Nevada corporation

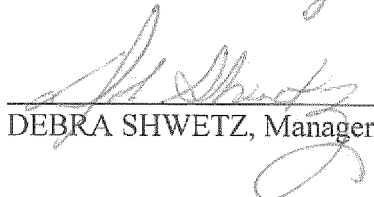


DENA TRIPP, President

ASSIGNEE
NOTHING BUNDT FRANCHISING, LLC
a Nevada limited-liability company



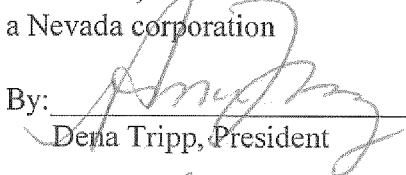
DENA TRIPP, Manager



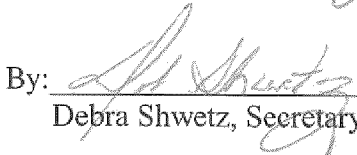
DEBRA SHWETZ, Manager

Acknowledged and consented to by Denbra, Inc., a Nevada corporation, the Licensee under the NBF License, as of this 24th day of may, 2006.

DENBRA, INC.
a Nevada corporation

By: 

Dena Tripp, President

By: 

Debra Shwetz, Secretary/Treasurer

EXHIBIT A

NBF LICNESE

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "*Agreement*") is made and entered into as of the Effective Date (defined below) by and between DENBRA, INC., a Nevada corporation ("*Licensor*"), whose address for notice purposes is 8512 W. Sahara Avenue, Las Vegas, NV 89117, and NOTHING BUNDT FRANCHISING, INC., a Nevada corporation ("*Licensee*"), whose address for notice purposes is 6380 S. Valley View Boulevard, Suite 214, Las Vegas, NV 89118. For purposes of this Agreement, the term "*Parties*" refers to Licensor and Licensee and the term "*Party*" refers to Licensor or Licensee, as applicable.

RECITALS

A. Licensor is the owner of the intellectual property (the "*Intellectual Property*") that is set forth and described in the attached Exhibit A, which is incorporated herein by this reference.

B. On the terms, and subject to the conditions, set forth herein, Licensee desires to acquire from Licensor a fully-paid, worldwide, and exclusive right to use the Intellectual Property subject only to the Licensor Reserved Rights (defined below).

C. On the terms, and subject to the conditions, set forth herein, Licensor desires to grant Licensee a fully-paid, worldwide, and exclusive right to use the Intellectual Property subject only to the Licensor Reserved Rights.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations of the Parties hereto that are set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree that the above recitals are true and correct and are, by this reference, specifically incorporated into this Agreement, and further hereby agree as follows.

I. EFFECTIVE DATE; GRANT OF LICENSE; LICENSOR RESERVED RIGHTS

A. Effective Date. For all purposes of this Agreement, the term "*Effective Date*" shall mean the 30th day of September, 2005.

B. Grant of License. From and following the Effective Date, and during the Term (defined below), Licensor hereby grants to Licensee, upon and subject to all the terms and conditions of this Agreement, a fully-paid, worldwide, and exclusive license (the "*License*"), with all sublicensing rights and powers, subject only to the Licensor Reserved Rights, to use the Intellectual Property.

C. Licensor Reserved Rights. Licensor hereby reserves a non-exclusive license to use any and all of the Intellectual Property in connection with Licensor's Assignor's operation of its existing and future Nothing Bundt Cakes stores, whether presently existing or hereafter established (the "*Licensor Reserved Rights*"); provided, however, that Licensor shall

obtain the consent of Licensee prior to assigning or otherwise transferring all or any portion of the Licensor Reserved Rights to any third-party in connection with the transfer or other disposition of any of Nothing Bundt Cakes stores that is presently owned, or hereafter acquired or established by, Licensor or any affiliate of Licensor, to one or more third-parties, which consent shall not be unreasonably withheld, conditioned, or delayed. It is acknowledged and agreed that Licensee may, as a condition to giving such consent: (1) Require any such third-party to meet any and all of Licensee's then requirements for its franchisees; and/or (2) Require any such third-party to enter into a franchise agreement with Licensee that will obligate such third-party to the provisions in Licensee's franchise agreement with respect to Licensee's insurance requirements, operation manual, system standards, and use of approved materials, supplies, manufacturers, suppliers, and distributors. Notwithstanding the above, such third-party shall not, without limitation, be obligated to (i) pay any initial franchise fees, any royalty fees, any national or local advertising fees, (ii) participate in any advertising cooperative (whether national, local, or otherwise), (iii) consent to or permit any audit of its financial records or information, or (iv) meet any minimum performance or revenue requirements. For all purposes of this Section I(C), the transfer (other than by inheritance, intestacy, or trust) of more than forty-nine percent (49%) of the ownership interests (whether direct or indirect ownership interests) in any such store owned by Licensor or any affiliate of Licensor shall constitute an assignment, transfer or other disposition of all or a portion of the Licensor Reserved Rights to a third-party.

II. TERM

Unless terminated as provided in Section VI below, the term of this Agreement (the "*Term*") shall commence on the Effective Date and shall continue until the fiftieth (50th) anniversary of the Effective Date; *provided, however*, that Licensee shall have three (3) options, exercisable in Licensee's sole discretion, to extend the Term for an additional ten (10) years per option. Notwithstanding the above, Licensee shall not be entitled to exercise any of its options unless: (A) Licensee is not then in default of this Agreement; (B) there does not then exist an act or omission that with the giving of notice or the passage of time, or both, would constitute an event of default if not cured prior to the expiration of the applicable cure and/or grace period, as applicable; and (C) Licensee shall have exercised any and all prior options hereunder. Any such option must be exercised, if at all, prior to the last day of the Term, as extended by any previously exercised options.

Notwithstanding anything to the contrary herein, should the Term terminate or expire prior to the expiration of any sub-lease granted by Licensee in the ordinary course of Licensee's business during the Term, then such sub-license shall continue in effect according to its terms for the remainder thereof until the same expires or is sooner terminated; *provided, however*, that Licensee shall not grant any sub-licenses, whether in the ordinary course or otherwise following the expiration or sooner termination of the Term.

III. FEES AND COSTS

Except for amounts specifically required to be paid by Licensee pursuant to the other provisions of this Agreement, Licensee shall not be required to pay Licensor any royalties, fees,

or other compensation whatsoever with respect to Licensee's use of the Intellectual Property during the Term. Licensor and Licensee hereby acknowledge and agree that Licensor is contributing this License on the terms and conditions contained in this Agreement in exchange for Licensee issuing capital stock in Licensee to Licensor's stockholders in proportion to their respective ownership of the capital stock of Licensor (the "*Stock Issuance*"). Licensor hereby acknowledges that the Stock Issuance is, for all intents and purposes, a constructive distribution by Licensor to its stockholders (*i.e.*, a distribution by Licensor of all of Licensor's ownership of the capital stock of Licensee).

IV. LICENSEE'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Representations and Warranties. Licensee hereby represents and warrants to Licensor as follows:

(1) Authority. Licensee has the right and power to execute and deliver this Agreement and has all the licenses, permits, and other governmental approvals to own, operate, and conduct its business in which Licensee is presently engaged.

(2) No Violations. The execution and delivery of this Agreement and the performance of Licensee's obligations contained in this Agreement: (a) will not violate any material law, statute, ordinance, rule, order, or other regulation, or any condition or restriction applicable to any license, permit, or other governmental approval that is presently applicable to Licensee; and (b) will not result in a material breach of, constitute a material default under, or result in the creation of any lien, charge, or encumbrance upon any of Licensee's property or assets under any indenture, bank loan, or other agreement (excluding this Agreement), to which Licensee is a party or by which Licensee or any of Licensee's assets are bound.

(3) Compliance with Laws. During the Term, Licensee will comply with all federal, state, and local governmental laws, statutes, ordinances, rules, orders, and other regulations applicable to the Intellectual Property.

(4) Binding Nature. From and following the Effective Date, this Agreement will, as to Licensee, be legal, valid, binding, and enforceable against Licensee in accordance with the terms hereof.

(5) No Representations. Neither Licensor nor any representative of Licensor has made any representation, warranty or covenant concerning the Intellectual Property, including, without limitation, concerning any potential profits, revenues or other sums that Licensee may derive with respect to Licensee's use of the Intellectual Property, except as specifically set forth in this Agreement.

(6) Survival. The representations and warranties contained in this Section IV shall survive the termination of the Term for the maximum period allowed by applicable law.

B. Covenants. Licensee hereby covenants with Licensor as follows.

(1) Licensor's Rights in and to Intellectual Property. At all times during the Term, and for the maximum period allowed by applicable law, Licensee shall hold in the strictest of confidence and shall not disclose, use, lecture upon, publish, or otherwise make available to any person (other than Licensor and sublicensees) any of the Intellectual Property, except as such disclosure, use, publication, or other availability may be made to Licensee's agents, franchisees, employees, contractors, and similar persons in connection with Licensee's use of the Intellectual Property; provided, however, that prior to making any such disclosure to any such above described person, Licensee shall obtain a commercially reasonable confidentiality agreement from such above described person(s).

(2) Assignment of Rights. Licensee hereby assigns to Licensor any and all rights Licensee may have, or may in the future acquire, if any, in the Intellectual Property that are in excess of the rights granted to Licensee pursuant to this Agreement. Further, Licensee hereby recognizes that, other than the rights granted to Licensee pursuant to this Agreement, all of the Intellectual Property is the sole property of Licensor and Licensor's successors and/or assigns. Further, Licensee hereby assigns all of Licensee's rights in and to any and all improvements to and derivatives of the Intellectual Property, and any and all recipes, other formulas, tradenames, trademarks, and/or any other Intellectual Property made by Licensee, whether during or following the Term, that is developed for use in, related to, and/or complementary and/or supplemental to Licensee's franchising of one or more "Nothing Bundt Cakes" stores and/or Licensee's operation of one or more "Nothing Bundt Cakes" stores. The provisions of this Section IV(B)(2) shall survive the termination of the Term. Nothing in this Section IV(B)(2) is intended to affect Licensee's rights to consent to the transfer or other disposition of any of the Licensor Reserved Rights as and to the extent set forth in Section I(C) above.

(3) Insurance. Licensee shall, at all times during the Term (and at Licensee's sole cost and expense), obtain and maintain such policies of insurance as Licensee shall, in Licensee's commercially reasonable judgment, deem proper and shall, if and when so requested by Licensor in writing, name Licensor as an additional insured on all such policies. If so named, each such policy shall also specifically provided that the Licensor, although named as an insured under such policy, shall nevertheless be entitled to recover under the same for any loss, injury or damage to Licensor, any of the Intellectual Property, and/or any of Licensor's agents and employees, or other property. Licensee agrees that each such policy of insurance shall be made expressly subject to the indemnity provisions set forth in Section IX below and all such policies of insurance shall waive any right of subrogation against Licensor and each of Licensor's employees, agents, successors, assigns, heirs, attorneys, accountants, and similar persons. All such insurance policies shall, if requested by Licensor in writing, expressly provide that such policies shall not be cancelled or altered without thirty (30) days' prior written notice to Licensor. Upon the issuance thereof and if specifically requested by Licensor, each insurance policy (or a duplicate or certificate thereof) shall be delivered to Licensor. If Licensee fails to pay any premium with respect to any insurance policy on which Licensor is required to be a named insured, and if Licensor elects to, though Licensor shall not be required to do so, Licensor may pay the same on Licensee's behalf, and Licensee shall reimburse Licensor all amounts so expended by Licensor within thirty (30) calendar days following Licensor's demand for such reimbursement.

V. LICENSOR'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Representations and Warranties. Licensor hereby represents and warrants to, and covenants with, Licensee as follows.

(1) Title. Licensor is the owner of the entire right, title, and interest in and to the Intellectual Property, has the right and power to grant the License; other than the Licensor Reserved Rights, there are no other agreements with any other person that conflict with the License; and Licensor knows of no prior act that would invalidate any of Licensor's right in or to the Intellectual Property.

(2) No Infringement. To Licensor's knowledge, none of the Intellectual Property infringes on any valid right of any third party, and to Licensor's knowledge there are no actions for infringement against Licensor with respect to any of the Intellectual Property anywhere in the world.

VI. DEFAULT

A. Events of Default. Licensee shall be in default of this Agreement upon the occurrence of any of the following described events:

(1) If a petition is filed by or against Licensee in bankruptcy and the same is not dismissed within ninety (90) calendar days following the filing thereof, or if Licensee is adjudicated a bankrupt, is determined to be insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if a receiver is appointed for Licensee or for Licensee's business and such receiver is not discharged within 90 days;

(2) If Licensee is dissolved, liquidated, or terminated, (other than through merger, consolidation, sale, or similar transaction that is consented to by Licensor).

(3) If Licensee fails, refuses, or neglects to pay to Licensor any amount (whether due under this Agreement or any other agreement or arrangement that exists between Licensor and Licensee) when due and such failure continues for ten (10) calendar days following Licensee's receipt of written notice of such failure to pay from Licensor.

(4) If Licensee shall commit a material breach of any of Licensee's obligations under this Agreement and such material breach continues after the expirations of the applicable cure or grace period or, if none is so stated, the thirty (30) calendar day period following Licensee's receipt of written notice of such breach from Licensor.

B. Determination of Default. The determination as to whether or not an event of default has occurred shall be made in good-faith by Licensor using Licensor's commercially reasonable judgment after having considered the actual (as opposed to constructive) information then in Licensor's possession, which determination shall be binding and conclusive.

VII. TERMINATION

A. Immediate Termination Rights on Default. Upon the occurrence of a default by Licensee that remains uncured following the expiration of the applicable cure or grace period, if any, Licensor shall, in addition to any and all other rights and/or remedies available to Licensor at law, in equity, or otherwise, have the right to terminate this Agreement immediately and without any further notice to Licensee. To exercise Licensor's termination rights under this Section VII(A), Licensor shall have, in good-faith and using Licensor's commercially reasonable judgment, determined Licensor has given Licensee appropriate notice of the applicable default.

B. Licensee's Return, Deletion, Destruction, and De-Identification Obligations on Termination. Upon the termination of this Agreement, Licensee shall neither take nor retain, without the prior written consent of Licensor (which may be withheld in Licensor's sole and absolute discretion), any information relating to any of the Intellectual Property, whether presently existing or hereafter developed or otherwise acquired. Licensee shall, within thirty (30) calendar days following such termination, return to Licensor or destroy, as directed by Licensor in writing, any and all information relating to the Intellectual Property, and shall certify in writing to Licensor as to the return and/or destruction of the same. Licensee shall delete any and all such information that is then retained on any computer, disk or other form of media storage (whether a business or personal computer, disk, or other media storage) owned, used, possessed, or otherwise retained by Licensee and/or any of Licensee's employees, contractors, representatives, franchise, agents, or similar persons.

C. Rights not Affected by Termination. The termination of this Agreement shall not affect the remedies that are available to Licensee or Licensor as of the date of the termination, all of which shall survive such termination. Further, notwithstanding anything contained in this Agreement to the contrary, all of Licensee's unsatisfied payment obligations contained in this Agreement, the obligations contained in this Section VII, as well as those contained in Sections IV(B), and all other provisions of this Agreement that are expressly stated to survive the termination of this Agreement, shall survive for the maximum period permitted by applicable law, or for the period so stated in the applicable provision, as the case may be.

VIII. ASSIGNABILITY; BINDING EFFECT

Except for sub-licenses issued in the ordinary course of Licensee's business, Licensee shall not assign, transfer, sell, dispose of, or otherwise alienate (each a "*Transfer*") any of Licensee's rights or obligations contained in this Agreement to any other person (each such person is referred to as a "*Transferee*") whatsoever without the prior written consent of Licensor, which may be withheld, delayed, or conditioned in Licensor's commercially reasonable discretion. Notwithstanding Licensor's written consent to such Transfer, Licensee shall not be released from the terms of this Agreement until, and unless, Licensor specifically releases Licensee of its obligations under this Agreement and, until such time, Licensee and Transferee shall be jointly and severally liable for Licensee's obligations hereunder. In the event Licensor does release Licensee from the obligations of Licensee under the terms of this Agreement, such release shall only relate to the obligations of Licensee arising on or after the effective date of

such release and shall not relate to any of Licensee's obligations arising or relating to periods prior to the effective date of such release; provided, however, that in no event shall Licensee be released from any of Licensee's obligations that are, according to the provisions of this Agreement, specifically to survive the termination of this Agreement, it being understood and agreed that for purposes of such obligations, the date Licensor releases Licensee from Licensee's obligations under this Agreement shall be deemed to be the termination of this Agreement solely as to the released Licensee, and in no event shall this Agreement be deemed to have terminated with respect to Transferee or any other person.

IX. INDEMNITY AND INFRINGEMENT

A. Indemnification for Licensor. Except for a breach by Licensor of a representation and/or warranty set forth in this Agreement, Licensee shall indemnify, and defend, hold harmless, and pay to Licensor and each of Licensor's employees, officers, directors, managers, partners, shareholders, agents, successors, assigns, representatives, attorneys, and other similar persons, the amount of any damages arising, directly or indirectly, against, from, or in connection with (1) any and all claims arising out of the operations of the business and affairs of Licensee, whether such claim relates to periods prior to, during, or following the Term; (2) any and all claims relating to Licensee's use of the Intellectual Property, whether prior to, during, or following the Term; (3) any breach of any representation or warranty made by Licensee herein or in any certificate, document, or other instrument delivered or to be delivered to Licensor pursuant to the terms of this Agreement; and (4) any breach by Licensee of any of Licensee's obligations under this Agreement.

B. Indemnification for Licensee. Except for a breach by Licensee of a representation and warranty set forth in this Agreement, Licensor shall indemnify, defend, hold harmless, and pay Licensee and each of Licensee's employees, officers, directors, managers, partners, shareholders, agents, successors, assigns, representatives, attorneys, and other similar persons, the amount of any damages arising, directly or indirectly, against, from, or in connection with (1) any claim arising out of the operations of the business and affairs of Licensor (including, without limitation, any claim of infringement with respect to any of the Intellectual Property), whether occurring prior to, during, or following the Term; (2) any breach of any representation or warranty made by Licensor in this Agreement or in any certificate, document or other instrument delivered or to be delivered to Licensee pursuant to the terms of this Agreement; and (3) any breach by Licensor of any of Licensor's obligations under this Agreement.

C. Waiver of Certain Damages. Except to the extent of the indemnification obligations contained in Sections IX(A) and (B) above, neither Licensee nor Licensor shall, as to direct claims between them, be liable to the other for any incidental, consequential, punitive, special or similar damages).

D. Survival of Obligations. The rights and obligations set forth in this Section IX shall survive the termination of this Agreement for the maximum period allowed by applicable law.

X. NOTICES; METHOD OF PAYMENT

All notices, other communications, and payments required or permitted to be given under this Agreement shall be in writing and shall be delivered: (a) by hand delivery with receipt of delivery; (b) by overnight delivery through a reputable delivery or courier company, delivery charges prepaid; or (c) by certified U.S. mail, return receipt requested, with postage prepaid. All notices, communications, and payments shall be deemed received: (x) if hand delivered with receipted for delivery, when delivered; (y) if sent by overnight delivery through a reputable delivery company with prepaid delivery charges, on the day of delivery; and (z) if mailed certified mail, return receipt requested with postage prepaid, on the delivery date set forth on the return receipt, or if no such date is so provided, on the third (3rd) business day after the deposit of such item in the U.S. mail with all postage prepaid. All notices, communications, and payments to be given to a Party shall be addressed and delivered to that Party at that Party's address for notices that is set forth in the introductory paragraph of this Agreement. Any Party may change the address to which notices, communications, and payments are to be delivered by giving the other Party notice in the manner provided in this Section X. All payments to be made pursuant to the terms of this Agreement shall be delivered to Licensor at its notice address in the manner required for the giving of notices under this Section X. Further, all such payments shall be made in immediately available funds and shall be in U.S. Currency.

XI. MISCELLANEOUS

A. Relationship. Nothing contained in this Agreement shall be deemed to create any relationship between Licensee and Licensor other than that of licensee and licensor.

B. Applicable Law. The laws of the State of Nevada shall govern the validity, performance, and enforcement of this Agreement. Except as otherwise provided herein, either Licensee or Licensor may institute legal or equitable action for enforcement of any obligation contained herein. It is agreed that the venue of such suit or action shall be Clark County, Nevada, and both Licensor and Licensee hereby expressly consent to such venue. Licensee and Licensor, to the extent they may legally do so, hereby expressly waive all of their respective rights to a trial by jury of any claim, demand, action, cause of action, or proceeding arising under or with respect to this Agreement, or in any way connected, related, or incidental to the dealings of the parties hereto with respect to this Agreement and/or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and irrespective of whether sounding in contract, tort, or otherwise.

C. Alternative Dispute Resolution. Except as otherwise provided in this Agreement, any dispute, claim, controversy, or other action arising out of or otherwise relating to this Agreement shall be submitted to arbitration with the American Arbitration Association in Clark County, Nevada, and the Commercial Arbitration Rules of the American Arbitration Association will govern such proceedings. The arbitrator's decision will be final, conclusive and binding. Licensor and Licensee shall agree upon a single arbitrator who shall then hear and decide all issues, whether of fact or law, and report a finding and judgment thereon. If Licensee and Licensor are unable to agree upon an arbitrator, either Licensee or Licensor may seek to have an

arbitrator appointed by the American Arbitration Association. The cost of such proceeding shall initially be borne equally by the parties. However, the prevailing party in such proceeding shall be entitled to recover its contribution for the cost of the arbitrator as an item of damage and/or recoverable costs, along with its reasonable attorneys' fees and costs.

D. Binding and Effect; Integration; Amendment. The terms, covenants, and conditions of this Agreement shall inure to, and be binding upon, the respective heirs, administrators, personal representatives, permitted assigns and successors of Licensee and Licensor. The assignment of any of the Intellectual Property (other than a transfer of all or a portion of the Licensor Reserved Rights) shall relieve Licensor from any and all of Licensor's obligations under this Agreement with respect to the Intellectual Property so transferred and Licensee hereby agrees to look only to Licensor's transferee with respect to Licensor's obligations under this Agreement concerning the Intellectual Property so transferred. Licensee hereby acknowledges and agrees that except as specifically provided in Section I(C) above, Licensor may transfer any and/or all of Licensee's rights and/or obligations under this Agreement and/or any or all of the Intellectual Property without the need to obtain any consent or approval whatsoever from Licensee. This Agreement, along with any and all exhibits, attachments, and other documents affixed or attached hereto or referred to herein, constitutes the entire and exclusive agreement between Licensee and Licensor with respect to matters contained herein and therein. This Agreement and such exhibits, attachments, and documents may only be altered, amended, modified or revoked in a writing that is signed by both Licensee and Licensor. Licensee and Licensor hereby agree that the terms of this Agreement supersedes all prior or contemporaneous oral understandings, agreements or negotiations relative to the matters set forth herein.

E. Captions; Severability. The titles of Sections and paragraphs herein are for convenience only and do not in any way define, limit, or construe the contents thereof. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction or an arbitrator, then such determination shall not affect any other provision of this Agreement, all of which shall remain in full force and effect.

F. Force Majeure. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor and/or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, any other cause beyond the reasonable control of the party obligated to perform any term, covenant or condition of this Agreement, shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage.

G. Time is of the Essence. Time is of the essence of this Agreement and each provision hereof in which time of performance is established.

H. Neutral Interpretation. The terms of this Agreement have been negotiated at arm's length, and each party has been given a full opportunity to consult with such party's own independently selected counsel concerning the nature, extent and duration of its rights and

obligations under this Agreement. Each party hereto hereby acknowledges that such party has read and understands the terms of this Agreement and that such party has not been influenced to any extent whatsoever in executing this Agreement by any representation or statement covering any matters made by the other party hereto, or by any person representing the other party hereto. Accordingly, any rule of law, statute or legal decision that would require interpretation of any ambiguities in the Agreement against the party drafting it is not applicable and is hereby expressly waived.

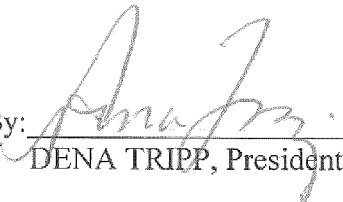
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.


LICENSOR

LICENSEE

DENBRA INC.,
a Nevada corporation

NOTHING BUNDT FRANCHISING, INC.,
a Nevada corporation

By: 
DENA TRIPP, President

By: 
DEBRA SHWETZ, Secretary/Treasurer

By: 
DENA TRIPP, President

EXHIBIT A
Intellectual Property

The following registered trademarks, logos, and tradenames:

| MARK | REGISTRATION OR APPLICATION NUMBER | REGISTRATION OR APPLICATION DATE |
|---|--|---|
| Nothing Bundt Cakes and design | 2,697,008 | March 18, 2003 |
| Stressed Spelled Backwards is Desserts | 78/620549 | May 1, 2005 |
| Bundtlet | 78/714932 | September 16, 2005 |

Licensor hereby reserves the right, without the prior consent of Licensee, to modify or discontinue any of the above described marks and/or to add additional or substitute trade and/or service marks to the above list.

The following materials, in which Licensor claims a copyright:

The Operations Manual (and all the information contained therein) used by Licensee, as all of the same now exist and may hereafter be amended, revised, altered, or modified.

All advertising and marketing materials, videos, computer software, certain specific product arrangements, and similar items now or hereafter used in operating a "Nothing Bundt Cakes" store.

The following information, which is the confidential information of Licensor.

Site selection criteria; training and operations materials and manuals; methods, formats, specifications, standards, systems, procedures, food preparation techniques, sales and marketing techniques, knowledge, and experience used in developing and operating "Nothing Bundt Cakes" stores; marketing and advertising programs for "Nothing Bundt Cakes" Stores; any computer software or similar technology that is proprietary to Licensor in operating Licensor's "Nothing Bundt Cakes" stores; and graphic designs and related intellectual property.

Licensee hereby acknowledges and agrees that any and all ideas, concepts, techniques, or materials relating to the development and/or operation of a NOTHING BUNDT CAKES store, whether or not protectable intellectual property and whether created by or for Licensee, its sublicensees, and/or their respective employees and/or agents, must be promptly disclosed to Licensor and will be deemed to be Licensor's sole and exclusive property, works made-for-hire for Licensor, and a part of the Intellectual Property. To the extent that any item does not qualify

as a “work made-for-hire” for Licensor, Licensor hereby assigns ownership thereof, and all related rights thereto, to Licensor and agrees to take whatever action (including signing one or more assignments or other documents) that Licensor may from time to time request to evidence Licensor’s ownership thereof or to otherwise help Licensor obtain intellectual property rights in and to such item.