

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
Kettleman Bagels & Bakery, Inc		11/28/2011	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Einstein and Noah Corp.		
Street Address:	555 Zang Street		
Internal Address:	Suite 300		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80228		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3560676	KETTLEMAN BAGEL COMPANY	
Registration Number:	3560694	KETTLEMAN BAGEL COMPANY PORTLAND	
Registration Number:	3434294	KETTLEMAN BAGELS & BAKERY	
CORRESPONDENCE DATA			
Fax Number:	(303)607-3600		
Phone:	303-607-3500		
Email:	trademarkdnvr@faegre.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Joshua A. Smith / Senior Paralegal		
Address Line 1:	1700 Lincoln Street, Suite 3200		
Address Line 4:	Denver, COLORADO 80203-4532		
ATTORNEY DOCKET NUMBER:	76246-404846		
NAME OF SUBMITTER:	Joshua A. Smith, Senior Paralegal		

OP \$90.00 3560676

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TRADEMARK
REEL: 004668 FRAME: 0742

Signature:	/Joshua A. Smith/
Date:	11/30/2011
Total Attachments: 3 source=Kettleman#page1.tif source=Kettleman#page2.tif source=Kettleman#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated November 29, 2011, by and among Einstein and Noah Corp., a Delaware corporation with its principal place of business at 555 Zang Street, Suite 300, Lakewood, CO 80228 (“**Buyer**”), and Kettleman Bagels and Bakery, Inc., an Oregon corporation (“**Assignor**”), Kettleman Bagels LLC, an Oregon limited liability company, Kettleman Bagels – Raleigh Hills, LLC, an Oregon limited liability company, and Kettleman Bagels – Broadway, LLC, an Oregon limited liability company, Jeffrey Wang and Linda Shu Hua Liu (the “**Agreement**”), Assignor has assigned to Buyer all of Assignor’s right, title, and interest in and to all trademarks, service marks, internet domain names, trade names, patents, operation manuals, other intellectual property, and all goodwill related thereto that has been used, is used or is held for use in connection with the Sellers (as defined in the Agreement) including without limitation the trademark applications and registrations, common law trademarks and internet domain names set forth on Exhibit A hereto (collectively “**Trademarks**”);

WHEREAS, Buyer now desires Assignor to execute and deliver to Buyer this Trademark Assignment to more fully evidence the assignment of the Trademarks to Buyer;

NOW THEREFORE, in connection with the Closing (as defined in the Agreement), and for the consideration specified in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. In connection with the transfer of the Purchased Assets (as defined in the Agreement) to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Buyer, its successors and assigns, Assignor’s entire right, title and interest in and to the Trademarks, including, without limitation: (1) all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and in any country or other geographic area in the world, together with the goodwill symbolized by the Trademarks; (2) all common law and statutory rights related thereto; (3) all rights of renewal and extension; (4) all rights to bring actions for and settle past, present and future infringement, dilution, misappropriation and unauthorized use claims concerning the Trademarks, and any claims involving injury to goodwill associated with the use of any of the Trademarks, in any country or other geographic area in the world; and (5) all rights to receive all proceeds from any of the foregoing, including licenses, royalties income, payments and damages.

2. From time to time, at Buyer’s request and without further consideration, Assignor will execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and perform any other acts Buyer may reasonably request in order to more effectively sell, transfer, convey and assign to Buyer all of Assignor’s right, title, and interest in and to the Trademarks.

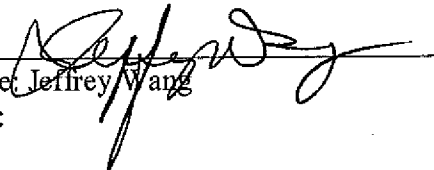
[Signature Page Follows]

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Colorado and the United States of America.

Executed as of November 28, 2011.

Assignor:

KETTLEMAN BAGELS AND BAKERY, INC.

By: 
Name: Jeffrey Wang
Title:

State of OREGON)
County of MULTNOMAH) ss.


Before me, a Notary Public within and for said County, personally appeared JEFFREY WANG, the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 28th day of November 2011.




Notary Public

EXHIBIT A

U.S. Federal Registrations:

Mark	Registration Date	Registration Number	Status
Kettleman Bagel Company	January 13, 2009	3560676	Registered
	January 13, 2009	3560694	Registered
KETTLEMAN BAGELS & BAKERY	May 27, 2008	3434294	Registered

Internet domain names:

www.kettlemanbagels.com