

06-10-2003

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Docket No.:



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To the Director of the United States Patent and Trademark Office. Attached original documents or copy thereof.

1. Name of conveying party(ies):

BAB HOLDINGS, INC.

6.6.03

2. Name and address of receiving party(ies):

Name: BAB, INC.

Internal Address: \_\_\_\_\_

Street Address: 8501 W. HIGGINS RD., SUITE 320

City: CHICAGO State: IL ZIP: 60631

- Individual(s)
- General Partnership
- Corporation-State ILLINOIS
- Other \_\_\_\_\_

Additional names(s) of conveying party(ies)  Yes  No

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State DELAWARE
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other ASSIGNMENT & ASSUMPTION AGREEMENT
- Merger
- Change of Name

Execution Date: OCTOBER 18, 2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,069,258

Additional numbers  Yes  No

FINANCE SECTION  
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FEDERAL PUBLIC RECORDS

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: NORMAN E. LEHRER, P.C.

Internal Address: \_\_\_\_\_

Street Address: 1205 N. KINGS HIGHWAY

City: CHERRY HILL State: NJ ZIP: 08034

6. Total number of applications and registrations involved:.....

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

NORMAN E. LEHRER

Name of Person Signing

*Norman E. Lehrer*  
Signature

JUNE 4, 2003

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of October 18, 2000, is by and between BAB HOLDINGS, INC., an Illinois corporation ("Parent") and BAB, INC., a Delaware corporation ("Sub").

### BACKGROUND:

A. Parent and Planet Zanett Corporate Incubator, Inc. ("PZ") are parties to an Amended and Restated Agreement and Plan of Merger, dated as of August 24, 2000 (the "Merger Agreement"), pursuant to which PZ will merge with and into PZ Acquisition, Inc., a subsidiary of Parent (the "Merger").

B. Pursuant to the Merger Agreement, Parent has agreed to transfer all assets and liabilities related to its business operations prior to the effective date of the Merger (the "Effective Date"), exclusive of certain bank debt.

NOW, THEREFORE, for valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment of Contracts, Assets and Rights. Parent hereby sells, conveys, transfers and assigns to Sub, its successors and assigns, all assets and all property, rights, privileges, powers and franchises owned by Parent and directly or indirectly related to the business operations of Parent prior to the Effective Date, excluding only Parent's corporate books and records.
2. Assumption of Liabilities. Parent hereby assigns to Sub, and Sub hereby undertakes, assumes and agrees to perform, pay or discharge in accordance with their terms, all debts, liabilities and obligations of Parent as of the Effective Date, direct or indirect, absolute or contingent, known or unknown, excluding only Parent's indebtedness to CIB Bank.
3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.
4. Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto.
5. Amendments and Waiver. No modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.


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6. Severability. In the event that any provision of this Agreement shall be held to be unenforceable for any reason, such unenforceability shall not affect any other provision hereof.

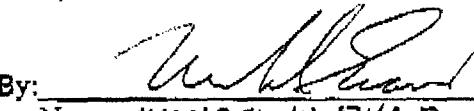
7. Counterparts. This Agreement may be executed in one or more counterparts (including, without limitation, by facsimile), each of which shall constitute an original, but all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first written above.

BAB HOLDINGS, INC.

By:   
Name: MICHAEL K. MURPHY  
Title: V.P.

BAB, INC.

By:   
Name: MICHAEL W. EVANS  
Title: President

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