

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
Winchell's Donut Houses Operating Company, L.P.		10/19/2004	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Yum Yum Donut Shops, Inc.
Street Address:	18830 East San Jose Avenue
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91748
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2716503	WINCHELL'S
Registration Number:	2706117	WARM 'N FRESH
Registration Number:	1947941	WINCHELL'S
Registration Number:	2623831	HOME OF THE WARM 'N FRESH DONUT
Registration Number:	2325435	WINCHELL'S EXPRESS
Registration Number:	1007521	WINCHELL'S DONUT HOUSE
Registration Number:	1042088	WINCHELL'S
Registration Number:	2315157	
Registration Number:	1018248	WINCHELL'S DONUT HOUSE
Registration Number:	1005434	WINCHELL'S
Registration Number:	1010008	WINCHELL'S
Registration Number:	1001696	WINCHELL'S
Registration Number:	2014107	POLLO ESPECIAL
Serial Number:	78386257	BIGFOOT

OP \$390.00 2716503

Serial Number:

78346897

WINCHELL'S LEGENDARY BLEND COFFEE

CORRESPONDENCE DATA

Fax Number: (212)521-5450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2125215400

Email: dcohen@reedsmith.com

Correspondent Name: Darren B. Cohen

Address Line 1: 599 Lexington Avenue

Address Line 2: 29th Floor

Address Line 4: New York, NEW YORK 10022-7650

NAME OF SUBMITTER:

Darren B. Cohen

Signature:

/Darren B. Cohen/

Date:

12/30/2004

Total Attachments: 8

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WORLDWIDE TRADEMARK ASSIGNMENT

This assignment (the "Assignment") is entered into on this date, October 20, 2004, by and between Winchell's Donut Houses Operating Company, L.P., a limited partnership organized and existing under the laws of the State of Delaware, having its principal place of business and mailing address at 2223 Wellington Ave. Suite # 300, Santa Ana, California 92701 (hereinafter called the "ASSIGNOR") and Yum Yum Donut Shops, Inc., a corporation organized and existing under the laws of California, having a place of business and mailing address at 18830 East San Jose Avenue, City of Industry, California 91748 (hereinafter called the "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of the trademarks for which applications have been filed to register or for which registrations have been sought or obtained in the corresponding government patent and trademark offices throughout the world, or in connection with which common law rights have been established, as set forth on Schedule A attached hereto (hereinafter referred to as the "Trademarks") with respect to which ASSIGNOR hereby covenants that it has full right to convey the entire interest herein assigned;

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the Trademarks described in Schedule A attached hereto and made a part hereof, together with all goodwill associated therewith;

WHEREAS, ASSIGNEE desires to acquire the entire right, title and interest, including, any applications for the Trademarks, registrations issuing therefrom, and any common

law rights established in connection therewith, together with that part of the goodwill of the business relating to the Trademarks and which is symbolized by the Trademarks, along with the right to sue for past infringements and recover damages and profits therefor;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an agreement dated July 21, 2004 whereby ASSIGNEE has purchased certain assets of ASSIGNOR (hereinafter referred to as “the Asset Purchase Agreement”);

WHEREAS, ASSIGNEE desires this Assignment for the purpose of recording its ownership of the Trademarks in the corresponding government patent and trademark offices throughout the world.

NOW THEREFORE, in exchange for mutual promises and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer and confirm unto ASSIGNEE all rights, title and interest in and to the Trademarks, including, any applications for the Trademarks, registrations issuing therefrom and common law rights established in connection therewith, together with that part of the goodwill of its business in connection with which the Trademarks were used and which is symbolized by the Trademarks, as well as the right to recover damages and profits for past infringement therefor, said rights to be held and enjoyed by ASSIGNEE, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if the parties hereto had not entered into this Assignment and the Asset Purchase Agreement. ASSIGNOR further agrees to execute any and

all documents and do any such further acts that shall be required in order for ASSIGNEE to secure such rights.

The parties hereto agree to implement this Assignment by executing or causing to be executed such additional documents as may be necessary or desirable to fully protect the Trademarks and effectively to carry out the terms of this Assignment in accordance with applicable laws and regulations of the separate countries and territories, including such forms as may be required by such countries or territories in lieu of the attached Notarial Certificate.

ASSIGNOR hereby covenants and agrees that it will cooperate with the ASSIGNEE to enable ASSIGNEE to enjoy, to the fullest extent, the right, title and interest in and to the Trademarks conveyed herein. ASSIGNOR'S cooperation shall include, without compensation but at no expense to the ASSIGNOR: (1) a request by the ASSIGNOR to the appropriate patent, trademark or other government offices to record this Assignment and issue a new certificate of registration in the ASSIGNEE'S name; (2) the prompt production of pertinent facts and documents, (3) the giving of testimony, execution and delivery of petitions, oaths, declarations or other documents, and (4) such other assistance relating to the Trademarks, all to the extent deemed necessary or desirable by the ASSIGNEE for (a) the continued prosecution, if any, of the Trademarks, including the making and prosecution of foreign applications for the Trademarks or for marks related thereto that the ASSIGNEE may elect to pursue stemming from the Trademarks and (b) its participation in any legal or administrative proceedings involving the Trademarks, and (c) the processing and implementation of this Assignment as expeditiously as possible.

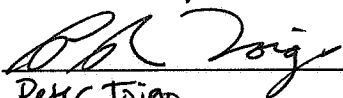
ASSIGNOR hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

The terms and covenants of this Assignment shall inure to the benefit of ASSIGNEE, its successors and assigns and other legal representatives, and shall be binding upon ASSIGNOR, its respective heirs, legal representatives and assigns.


IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed and delivered by their respective officer or officers thereunto duly authorized.

WINCHELL'S DONUT HOUSES OPERATING COMPANY, L.P.

By: Winchells, Inc, Its General Partner

By: 
Name: Peter Toigo
Title: Director

YUM YUM DONUT SHOPS, INC.

By: 
Name: Lincoln Watase
Title: President

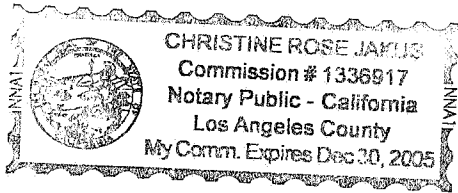
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 19, 2004 before me, Christine Rose Jakus,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Peter Robert Teigo,
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Christine Rose Jakus
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Worldwide Trademark Assignment

Document Date: _____ Number of Pages: _____

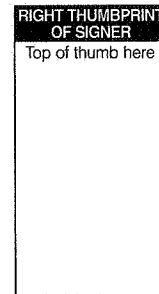
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On October 19, 2004 before me, Christine Rose Jakus,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Lincoln Stuart Watase,
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Christine Rose Jakus
Signature of Notary Public

OPTIONAL

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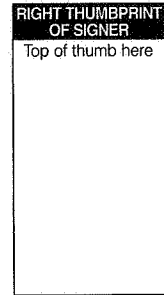
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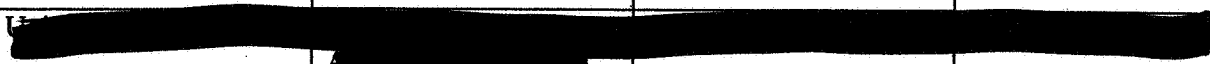
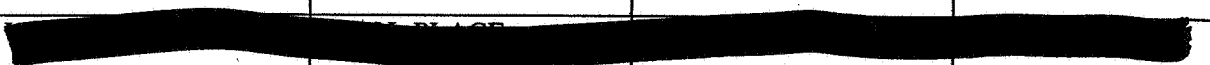
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



SCHEDULE A

<u>COUNTRY/STATE</u>	<u>MARK</u>	<u>REG./APP NO.</u>	<u>REG/APP. DATE</u>
United States	WINCHELL'S & Design	Reg. No. 2,716,503	May 13, 2003
United States	WARM 'N FRESH	Reg. No. 2,706,117	April 15, 2003
United States	WINCHELL'S & Design	Reg. No. 1,947,941	January 16, 1996
United States	HOME OF THE WARM 'N FRESH DONUT	Reg. No. 2,623,831	September 24, 2002
United States	WINCHELL'S EXPRESS	Reg. No. 2,325,435	March 7, 2000
United States	WINCHELL'S DONUT HOUSE & Design	Reg. No. 1,007,521	March 25, 1975
United States	WINCHELL'S	Reg. No. 1,042,088	June 29, 1976
United States	Miscellaneous Design	Reg. No. 2,315,157	February 8, 2000
United States	WINCHELL'S DONUT HOUSE & Design	Reg. No. 1,018,248	August 12, 1975
United States	WINCHELL'S	Reg. No. 1,005,434	February 25, 1975
United States	WINCHELL'S	Reg. No. 1,010,008	May 6, 1975
United States	WINCHELL'S	Reg. No. 1,001,696	January 14, 1975
			
			

United States	POLLO ESPECIAL	Reg. 2014107	November 5, 1996
United States	BIGFOOT	App. No. 78/386,257	March 17, 2004
United States			
United States	WINCHELL'S LEGENDARY BLEND COFFEE	App. No. 78/346,897	December 31, 2003
California	WINCHELL'S	Reg. No. 73,600	June 27, 1984
California	WINCHELL'S	Reg. No. 73,600	June 27, 1984
California	WINCHELL'S	Reg. No. 20,184	June 27, 1984
Argentina	WINCHELL'S	Reg. No. 1,632,302	May 13, 1997
Australia	WINCHELL'S DONUT HOUSE (Stylized)	Reg. No. 8,291,847	June 27, 1991
Australia	WINCHELL'S & Design	Reg. No. 8,291,848	June 27, 1991
Australia	WINCHELL'S DONUT HOUSE & Design	Reg. No. A291,849	June 27, 1991
Bahrain	WINCHELL'S	Reg. No. SM 214	June 7, 1996
Canada	WINCHELL'S DONUT HOUSE & DOUGHNUTS & Design	Reg. No. TMA296,118	November 2, 1984
Canada	WINCHELL'S DONUT HOUSE & FOOD & Design	Reg. No. TMA296,537	October 26, 1984
Chile	WINCHELL'S	Reg. No. 480,550	February 16, 1997