

12-14-2004



ET

Y

Docket No.:

4472-5

Tab settings

To the Director of the United States Patent and Trademark Office 1.02900974

attached original documents or copy thereof.

1. Name of conveying party(ies): BAB HOLDINGS, INC. *12-6-04*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State ILLINOIS
 Other _____

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

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

Name: BAB, INC.

Internal Address: _____

Street Address: 500 LAKE COOK ROAD, SUITE 475

City: DEERFIELD State: IL ZIP: 60015

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 N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: OCTOBER 18, 2000

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

| A. Trademark Application No.(s) | B. Trademark Registration No.(s) |
|---------------------------------|---|
| | <u>1,878,988</u> |
| Additional numbers | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

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

Name: NORMAN E. LEHRER, P.C.

Internal Address: _____

12/13/2004 GTON11 00000151 1878988
01 FC:8521 40.00 DP

Street Address: 1205 N. KINGS HIGHWAY

City: CHERRY HILL State: NJ ZIP: 08034

6. Total number of applications and registrations involved: 1

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

Enclosed - Credit Card Payment Form
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

DO NOT USE THIS SPACE

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, ESQUIRE *Norman E. Lehrer* NOVEMBER 30, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 4

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.

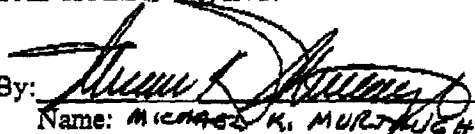
PHILL- 362245-1

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.

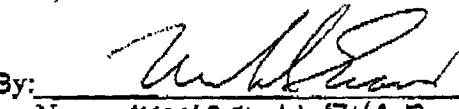
7. Counterparts. This Agreement may be executed in one or more counterparts (including, without limitation, by facsimile), each of which shall constitute an original, but all of which together shall be one and the same instrument.

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. MURTOUGH
Title: V.P.

BAB, INC.

By: 
Name: MICHAEL W. EVANS
Title: President

PHIL1- 362245-1