

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/22/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Swensen's, Inc.		12/22/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Integrated Brands Franchise Corp.
Street Address:	4175 Veterans Highway
City:	Ronkonkoma
State/Country:	NEW YORK
Postal Code:	11779
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2104109	JERRY TUCCI'S PIZZA & PASTA

**CORRESPONDENCE DATA**

Fax Number: (212)425-5288  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-425-7200  
 Email: tmdocketny@kenyon.com  
 Correspondent Name: Asiyah McCarthy  
 Address Line 1: One Broadway  
 Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	73775/999
NAME OF SUBMITTER:	Joseph F. Nicholson, Esq.
Signature:	/Joseph F. Nicholson/

CH \$40.00 2104109

Date:

04/12/2006

**Total Attachments: 2**

source=Executed Tuccis TM Assignment#page1.tif

source=Executed Tuccis TM Assignment#page2.tif

## ASSIGNMENT OF TRADEMARK

Dated: as of December 22, 2005

This Assignment of Trademark (the "Agreement") is made as of December 22, 2005 (the "Effective Date"), by and between SWENSEN'S, INC., a Delaware corporation ("Assignor"), and INTEGRATED BRANDS FRANCHISE CORP., a Delaware corporation ("Assignee").

### WITNESSETH:

WHEREAS, Assignor has adopted, used and is using the trademark registered on the Principal Register in the United States Patent and Trademark Office on October 7, 1997, and having Registration No. 2104109 (the "Mark");

WHEREAS, Assignee is desirous of acquiring said Mark from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

1. Assignor does hereby sell, assign, transfer and set over to Assignee all right, title, and interest in and to the Mark and all variations and derivations thereof, together with the goodwill symbolized thereby and appurtenant thereto.

2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past infringement of the Mark, as well as the right to sue for and collect the same for its own use and enjoyment.

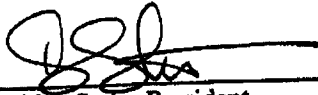
3. Assignor further authorizes the Director of the United States Patent & Trademark Office and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.


*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned have executed this Assignment as a sealed instrument as of the date first above written.

SWENSEN'S, INC.,  
Assignor

By:   
David J. Stein, President

INTEGRATED BRANDS FRANCHISE CORP.,  
Assignee

By:   
David J. Stein, President

Signature Page to Assignment of Trademark