

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination of Trademark Security Interest recorded at R/F 3880/0125

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon, as Collateral Agent		12/13/2011	NY Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	The Mrs. Fields' Brand, Inc.
Street Address:	2855 East Cottonwood Parkway
Internal Address:	Suite 400
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84121-1050
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2741280	1-800-COOKIES
Registration Number:	3206130	BREEZER
Registration Number:	3206822	BREEZER SMOOTHIES
Registration Number:	3128273	BUNDLE OF TREATS
Registration Number:	1843103	COCOMAC
Registration Number:	2967022	CRAVE THE KRUNCH
Registration Number:	1840761	DEBRA'S SPECIAL
Registration Number:	1543094	GOOD ENOUGH NEVER IS
Registration Number:	1983184	MRS. FIELDS
Registration Number:	3384300	MRS. FIELDS
Registration Number:	3384301	MRS. FIELDS
Registration Number:	1299149	MRS. FIELDS
Registration Number:	2672138	MRS. FIELDS

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Registration Number:	1256315	MRS. FIELDS COOKIES
Registration Number:	1241619	MRS. FIELDS COOKIES
Registration Number:	3044893	MRS. FIELDS KRUNCH
Registration Number:	2680419	MRS. FIELDS PREMIUM COOKIES
Registration Number:	3384290	MRS. FIELDS THIRTY YEARS
Registration Number:	3384291	MRS. FIELDS THIRTY YEARS
Registration Number:	2020111	NIBBLERS
Registration Number:	1374117	THE ORIGINAL COOKIE CO.
Registration Number:	1430447	THE ORIGINAL COOKIE CO.
Registration Number:	1404285	THE ORIGINAL COOKIE COMPANY, INC.
Serial Number:	77401505	MRS. FIELDS
Serial Number:	77402931	MRS. FIELDS
Serial Number:	77403001	MRS. FIELDS

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Angela M. Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	045359-0006
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	12/22/2011

Total Attachments: 18

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TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK SECURITY INTEREST, dated as of December 13, 2011, (the "Termination") is among THE BANK OF NEW YORK MELLON, in its capacity as the collateral agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "Collateral Agent"), and GACCF, LLC, a Delaware limited liability company, PMF, LLC, a Delaware limited liability company, PTF, LLC, a Delaware limited liability company, TCBY SYSTEMS, LLC, a Delaware limited liability company, and THE MRS. FIELDS' BRAND, INC., a Delaware corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), as follows:

WITNESSETH

WHEREAS, in connection with (1) the Credit and Guaranty Agreement, dated as of October 24, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement"), by and among Mrs. Fields Famous Brands, LLC, a Delaware limited liability company (the "Company"), each subsidiary of the company (including the Pledgors), the lenders party thereto and The Bank of New York Mellon, in its capacity as administrative agent and as collateral agent and (2) the Security Agreement, dated as of October 24, 2008, by and among the Company and each subsidiary of the Company (including the Pledgors) in favor of the Collateral Agent, the Pledgors executed and delivered the Trademark Security Agreement (defined below);

WHEREAS, the Trademark Security Agreement, dated as of October 24, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") between the Pledgors and the Collateral Agent was recorded with the United States Patent and Trademark Office on October 24, 2008 at Reel/Frame No. 3880/0125 in favor of the Collateral Agent;

WHEREAS, pursuant to the Trademark Security Agreement, to secure the prompt payment and performance of the Secured Obligations, each of the Pledgors granted to the Collateral Agent, for the benefit of itself and Lenders, a continuing security interest in all of such Pledgor's right, title and interest in and to the following property, whether then existing or thereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"): (i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on the Schedule I through Schedule V attached hereto which lists the name of, and relates to, such Debtor (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring

opposition or cancellation proceedings in such Debtor's name or in the name of the Collateral Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks"); (ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks of such Debtor and all rights arising therefrom and pertaining thereto; (iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Debtor's business symbolized by the Trademarks or associated therewith; and (iv) all Proceeds of any and all of the foregoing;

WHEREAS, the Obligations under and as defined in the Existing Credit Agreement are being refinanced (the "Refinancing") with the proceeds of that certain Credit and Guaranty Agreement (as amended, restated, supplemented, extended or otherwise modified from time to time, the "New Credit Agreement"), dated as of December [13], 2011, by and among the Company, Mrs. Fields Financing Company, Inc. ("MFFC" together, the Company, the "Borrowers"), the Guarantors party thereto, each lender from time to time party thereto, and The Bank of New York Mellon as administrative agent and collateral agent;

WHEREAS, in connection with the Refinancing, the Collateral Agent acknowledges payment and performance in full of the Secured Obligations, and has released its security interest on any property of the Pledgors in favor of the Collateral Agent (the "Collateral Release") securing the Obligations (under and as defined in the Existing Credit Agreement), including, without limitation, all security interests in each of the Pledgors' right, title and interest in and to the Trademark Collateral, including, without limitation, pursuant to the Trademark Security Agreement;

WHEREAS, in connection with such Collateral Release, the Pledgors have requested that the Collateral Agent release its security interest in the Trademark Collateral and terminate the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without recourse, representation or warranty hereby (i) TERMINATES and RELEASES, with respect to each Pledgor, all of its right, title and interest in and to the security interest in all of such Pledgor's Trademark Collateral, (ii) re-assigns to such Pledgor any and all right, title or interest in may have in such Trademark Collateral, and (ii) agrees, confirms and acknowledges that the Trademark Security Agreement is hereby terminated. In addition, the Collateral Agent agrees, at the Pledgors' sole cost and expense, to provide the Pledgors with further information and additional authorization reasonably necessary to evidence such release as may be reasonably requested by the Pledgors.

Capitalized terms used and not defined herein having the meaning assigned to such terms in the Existing Credit Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Interest to be duly executed and delivered by its duly authorized officer as of the date first written above.

The Bank of New York Mellon, as the
Collateral Agent

By:  _____
Name:

Title: *Melinda Valentine*
Vice President

[Signature Page to Termination of Trademark Security Interest]

TRADEMARK
REEL: 004685 FRAME: 0403

GACCF, LLC, a Delaware limited liability company

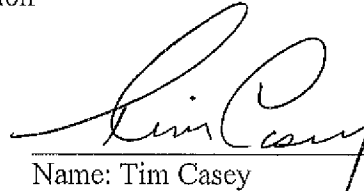
PMF, LLC, a Delaware limited liability company

PTF, LLC, a Delaware limited liability company

TCBY Systems, LLC, a Delaware limited liability company

The Mrs. Fields' Brand, Inc., a Delaware corporation

By:



Name: Tim Casey

Title: Chief Executive Officer and
President

[Signature Page to Termination of Trademark Security Interest]

TRADEMARK
REEL: 004685 FRAME: 0404

**SCHEDULE I
(GACCF, LLC)**

Notice Addresses:

GACCF, LLC
2855 East Cottonwood Parkway, Suite 400
Salt Lake City, UT 84121-1050
Attn: Michael R. Ward, Esq.

The Bank of New York Mellon Trust Company, N.A.
as Trustee
700 S. Flower Street, Suite 500
Los Angeles, CA 90017
Attn: Corporate Trust Administration

Trademarks:

None.

**SCHEDULE II
(PME, LLC)**

Notice Addresses:

PME, LLC

2855 East Cottonwood Parkway, Suite 400

Salt Lake City, UT 84121-1050

Attn: Michael R. Ward, Esq.

The Bank of New York Mellon Trust Company, N.A.,
as Trustee

700 S. Flower Street, Suite 500

Los Angeles, CA 90017

Attn: Corporate Trust Administration

Trademarks:

None.

**SCHEDULE III
(PTF, LLC)**

Notice Addresses:

PTF, LLC

2855 East Cottonwood Parkway, Suite 400

Salt Lake City, UT 84121-1050

Attn: Michael R. Ward, Esq.

The Bank of New York Mellon Trust Company, N.A.,
as Trustee

700 S. Flower Street, Suite 500

Los Angeles, CA 90017

Attn: Corporate Trust Administration

Trademarks:

None.

**SCHEDULE IV
(TCBY Systems, LLC)**

Notice Addresses:

TCBY Systems, LLC
2855 East Cottonwood Parkway, Suite 400
Salt Lake City, UT 84121-1050
Attn: Michael R. Ward, Esq.

The Bank of New York Mellon Trust Company, N.A.,
as Trustee
700 S. Flower Street, Suite 500
Los Angeles, CA 90017
Attn: Corporate Trust Administration

Trademarks:

[Attached]

Mrs. Fields US Trademarks
(From October 15, 2008 List)

File No	Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
TM01229	BERIYO	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,243,072	5/15/2007
TM01251	BERIYO (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,227,796	4/10/2007
TM01254	BERIYO BLENDING FRUIT & YOGURT (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,227,792	4/10/2007
TM01250	Berry (Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,227,833	4/10/2007
TM00051	CAPPUCINO CHILLER (Stylized)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,142,775	3/10/1998
TM01135	HOLY-CAL	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,116,023	7/18/2006
TM00064	JUICE WORKS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,978,917	6/4/1996
TM00040	JUICE WORKS (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,169,323	6/30/1998
TM00701	LOW CARB LOVERS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,083,607	4/18/2006

Mrs. Fields US Trademarks
(From October 15, 2008 List)

File No	Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
TM00026	MOO	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,793,248	9/14/1993
TM00014	NOBODY TREATS ME LIKE TCBY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,542,036	5/30/1989
TM00015	NOBODY TREATS YOU LIKE TCBY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,534,756	4/11/1989
TM01131	PEACHY LEAN	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,027,299	12/13/2005
TM01181	PURE YOGURT NIRVANA	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,245,460	5/22/2007
TM00054	SENSIBLE TEMPTATIONS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,776,095	6/8/1993
TM00047	SHIVER	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,163,218	6/9/1998
TM00052	SUMMER COOLERS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,773,793	5/25/1993
TM00024	SUNDETTE	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,757,078	3/9/1993
TM00023	SUNDETTES	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,726,014	10/20/1992

Mrs. Fields US Trademarks
(From October 15, 2008 List)

File No	Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
TM00020	TCBY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,901,091	6/20/1995
TM00002	TCBY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,463,784	11/3/1987
TM00003	TCBY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,415,353	10/28/1986
TM00019	TCBY (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,550,397	8/1/1989
TM01186	TCBY (red)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,100,861	6/6/2006
TM00028	TCBY FRUITHEAD SMOOTHIES (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,799,165	12/23/2003
TM00031	TCBY MOO MALT (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,006,384	10/11/2005
TM00022	TCBY SHIVER	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,562,438	10/24/1989
TM00053	TCBY TREATS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,054,972	4/22/1997
TM01185	TCBY w/ Cone (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,119,997	7/23/2006

Mrs. Fields US Trademarks
(From October 15, 2008 List)

File No	Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
TM00009	TCBY YOGURT	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,338,536	5/28/1985
TM00007	TCBY™ THE COUNTRY'S BEST YOGURT™	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,415,194	10/28/1986
TM00008	TCBY™ THE COUNTRY'S BEST YOGURT™	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,367,174	10/22/1985
TM01262	TCBY/BERIYO YOGURT SMOOTHIES TREATS (LOGO)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3388311	2/26/2008
TM00017	THE COUNTRY'S BEST YOGURT	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,672,857	1/21/1992
TM01134	WORKOUT WHEY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,970,599	7/19/2005
TM00018	YOG-A-BAR	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,614,096	9/18/1990
TM00012	YOGWICH	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,567,404	11/21/1989
TM01171	YOVANA	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,230,950	4/17/2007
TM01182	YOVANA (FRUIT DESIGN)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,357,255	12/18/2007

Mrs. Fields US Trademarks
 (From October 15, 2008 List)

File No	Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date

SCHEDULE V
(The Mrs. Fields' Brand, Inc.)

Notice Addresses:

The Mrs. Fields' Brand, Inc.
2855 East Cottonwood Parkway, Suite 400
Salt Lake City, UT 84121-1050
Attn: Michael R. Ward, Esq.

The Bank of New York Mellon Trust Company, N.A.,
as Trustee
700 S. Flower Street, Suite 500
Los Angeles, CA 90017
Attn: Corporate Trust Administration

Trademarks:

[Attached]

Mrs. Fields US Trademarks
(From October 15, 2008 List)

File No	Trademark	Legal Owner	Tech. Owner	Status	Country	Registration No.	Registration Date
TM00457	1-800-COOKIES	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	2,741,280	7/29/2003
TM01249	BREEZER	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,206,130	2/6/2007
TM01180	BREEZER SMOOTHIES (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,206,822	2/6/2007
TM01217	BUNDLE OF TREATS (supplemental)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,128,273	8/8/2006
TM00459	COCOMAC	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,843,103	7/5/1994
TM01142	CRAVE THE KRUNCH	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	2,967,022	7/12/2005
TM00461	DEBRA'S SPECIAL	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,840,761	6/21/1994
TM00462	GOOD ENOUGH NEVER IS	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,543,094	6/6/1989
TM00468	MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,983,184	7/2/1996
TM01260	MRS. FIELDS (Stylized & Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3384300	2/19/2008

Mrs. Fields US Trademarks
(From October 15, 2008 List)

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TM01261	MRS. FIELDS (Stylized & Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3384301	2/19/2008
TM00470	MRS. FIELDS (Stylized)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,299,149	10/2/1984
TM00471	MRS. FIELDS (Stylized)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	2,672,138	1/7/2003
TM00472	MRS. FIELDS COOKIES (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,256,315	11/1/1983
TM00473	MRS. FIELDS COOKIES (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,241,619	6/7/1983
TM01141	MRS. FIELDS KRUNCH	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,044,893	1/17/2006
TM00474	MRS. FIELDS PREMIUM COOKIES	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	2,680,419	1/28/2003
TM01259	MRS. FIELDS THIRTY YEAR (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3384290	2/19/2008
TM01258	MRS. FIELDS THIRTY YEARS (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3384291	2/19/2008
TM00475	NIBBLERS	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	2,020,111	12/3/1996

Mrs. Fields US Trademarks
(From October 15, 2008 List)

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TM00479	THE ORIGINAL COOKIE CO.	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,374,117	12/3/1985
TM00480	THE ORIGINAL COOKIE CO. (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,430,447	2/24/1987
TM00481	THE ORIGINAL COOKIE COMPANY, INC.	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,404,285	8/5/1986
TM01299	MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.		Application	UNITED STATES	77401505	2/20/2008
TM01300	MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.		Application	UNITED STATES	77402931	2/21/2008
TM01301	MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.		Application	UNITED STATES	77403001	2/21/2008