

Form PTO-1594  
(rev 3/1)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p><b>Wells Fargo Foothill, Inc.</b></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - <b>California</b>  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p><b>Great American Cookie Company, Inc. 2855 E. Cottonwood Parkway, Suite 400 Salt Lake City, UT 84121</b></p> <p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - <b>Delaware</b>  <input type="checkbox"/> Other -</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other: <b>Release of Security Interest in Trademarks</b></p> <p>Execution Date: <b>March 17, 2004</b></p>	

<p>4. Application number(s) or registration number(s):</p>	
<p>A. Trademark Application No(s).</p>	<p>B. Trademark Registration No(s).</p> <p><b>See Attached</b></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>Carole Aciman, Esq. SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP Four Times Square New York, New York 10036</b></p>	<p>6. Total number of applications/registrations involved: <u>16</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$415</u></p> <p><input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account <b>(Our Ref. 013430/17)</b></p> <p>8. Deposit Account No. <u>19-2385</u></p>
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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.*

<p><u>Carole Aciman</u> Name</p>	<p><u><i>Carole Aciman</i></u> Signature</p>	<p><u>March 19, 2004</u> Date</p>
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Total number of pages including cover sheet, attachments, and document: **5**

CH \$415.00 192385 2168002

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**CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers**

A. Trademark Application No(s).	B. Trademark Registration No(s).
	<b>2168002</b>
	<b>2168085</b>
	<b>1462320</b>
	<b>2230857</b>
	<b>2230866</b>
	<b>1327276</b>
	<b>1657698</b>
	<b>2156880</b>
	<b>2032657</b>
	<b>2156881</b>
	<b>2281010</b>
	<b>2032656</b>
	<b>2156947</b>
	<b>2099761</b>
	<b>2189666</b>
	<b>2072672</b>

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (“**Release**”) is dated as of March **17**, 2004. Reference is hereby made to the Trademark Security Agreement dated as of January 16, 2003 (“**Trademark Security Agreement**”) by and between **GREAT AMERICAN COOKIE COMPANY, INC.**, a Delaware corporation (“**Assignor**”) and **WELLS FARGO FOOTHILL, INC.**, a California corporation (f/k/a Foothill Capital Corporation) (“**Foothill**”). All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Trademark Security Agreement.


Foothill hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the Collateral, including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that Foothill hereby releases and forever discharges all of its right, title and interest, of any kind or nature, in the Collateral.

Foothill hereby agrees to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Collateral and record the chain of title accordingly with the United States Patent and Trademark Office, subject, in each case to Assignor’s prior payment in full to Foothill of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Foothill shall not be required to take any action which exposes Foothill to personal liability or which is contrary to applicable law.

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IN WITNESS WHEREOF, Foothill has caused this Release of Security Interest in Trademarks to be duly executed and delivered by its duly authorized officer as of the date first above written.

WELLS FARGO Foothill, INC.,  
a California corporation

By:   
Title: VICE PRESIDENT

[Signature page to Release of Trademark Security Interest]

TRADEMARK  
REEL: 002816 FRAME: 0714

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST OF TRADEMARKS**

**TRADEMARKS**

**Registrations**

<b>No.</b>	<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
1.	Great American Cookie Company	Saudi Arabia	449/30	13-Oct-1998
2.	Great American Cookie Company	Saudi Arabia	449/31	07-Jul-1997
3.	Great American Cookie Company	Saudi Arabia	449/32	07-Jul-1997
4.	Great American Cookie Company	Singapore	T96/13031B	04-Dec-1996
5.	Great American Cookie Company	Singapore	T96/13032J	04-Dec-1996
6.	Great American Cookie Company	Thailand	KOR76565	07-Feb-1997
7.	Great American Cookie Company	Thailand	KOR76561	07-Feb-1997
8.	Great American Cookie Company	Thailand	KOR6581	07-Feb-1997
9.	Alaskan Chiller	United States	2,168,002	23-Jun-1998
10.	Alaskan Chiller and Design	United States	2,168,085	23-Jun-1998
11.	Chocolate Chip Cookie Company	United States	1,462,320	20-Oct-1987
12.	Dinky	United States	2,230,857	09-Mar-1999
13.	Dinky Doozie	United States	2,230,866	09-Mar-1999
14.	Double Doozie	United States	1,327,276	26-Mar-1985
15.	Great American Cookie Co. (Stylized)	United States	1,657,698	17-Sep-1991
16.	Great American Cookie Company	United States	2,156,880	12-May-1998
17.	Great American Cookies	United States	2,032,657	21-Jan-1997
18.	Great American Cookies	United States	2,156,881	12-May-1998
19.	Great American Cookies and Design	United States	2,281,010	28-Sep-1999
20.	Great American Eating Card	United States	2,032,656	21-Jan-1997
21.	Share the Fun of Cookies	United States	2,156,947	12-May-1998
22.	Sneagle (Word Mark)	United States	2,099,761	23-Sep-1997
23.	Southern Spring H2O Pure Spring	United States	2,189,666	15-Sep-1998
24.	Spree	United States	2,072,672	17-Jun-1997

Schedule A - 1

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#16

FACSIMILE TRANSMITTAL SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: Assignment Division

FIRM: U.S. Patent and Trademark Office

CITY: Arlington DATE: March 19, 2004

TELEPHONE No.: (703) 308-9723

FACSIMILE No.: (703) 306-5995

FROM: Faith C. Robinson FLR/RM: 26-304

REFERENCE No.: 013430/17 DIRECT DIAL: (212) 735-5103

TOTAL NUMBER OF PAGES INCLUDING COVER(S): 6

THIS FACSIMILE IS INTENDED ONLY FOR USE OF THE ADDRESSEE(S) NAMED HEREIN AND MAY CONTAIN LEGALLY PRIVILEGED AND/OR CONFIDENTIAL INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ADDRESS ABOVE VIA THE LOCAL POSTAL SERVICE. WE WILL REIMBURSE ANY COSTS YOU INCUR IN NOTIFYING US AND RETURNING THE FACSIMILE TO US.

MESSAGE: **Trademarks**

The Commissioner is hereby authorized to charge any fees in connection with the attached recordation request to **Skadden, Arps Deposit Account No. 19-2385 (Our Ref: 013430/17)**

Faith C. Robinson  
Trademark Legal Assisant