

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Mrs. Fields' Brand, Inc.		12/13/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bank of New York Mellon, as Collateral Agent
<b>Street Address:</b>	600 E. Las Colinas Blvd.
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039-5699
<b>Entity Type:</b>	NY Banking Corporation: NEW YORK

**PROPERTY NUMBERS Total: 27**

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:	3723763	MRS. FIELDS
Registration Number:	3806710	MRS. FIELDS
Registration Number:	3719280	MRS. FIELDS
Registration Number:	3719277	MRS. FIELDS

900210441

**TRADEMARK**  
 REEL: 004685 FRAME: 0841

CH \$690.00 2741280

Registration Number:	3793695	MRS. FIELDS
Registration Number:	3384300	MRS. FIELDS
Registration Number:	3384301	MRS. FIELDS
Registration Number:	1299149	MRS. FIELDS
Registration Number:	1256315	MRS. FIELDS COOKIES
Registration Number:	1241619	MRS. FIELDS COOKIES
Registration Number:	3044893	MRS. FIELDS KRUNCH
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:	85371537	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: 26**

source=Mrs. Fields-BONY Mellon TSA#page1.tif  
source=Mrs. Fields-BONY Mellon TSA#page2.tif  
source=Mrs. Fields-BONY Mellon TSA#page3.tif  
source=Mrs. Fields-BONY Mellon TSA#page4.tif  
source=Mrs. Fields-BONY Mellon TSA#page5.tif  
source=Mrs. Fields-BONY Mellon TSA#page6.tif  
source=Mrs. Fields-BONY Mellon TSA#page7.tif  
source=Mrs. Fields-BONY Mellon TSA#page8.tif  
source=Mrs. Fields-BONY Mellon TSA#page9.tif

source=Mrs. Fields-BONY Mellon TSA#page10.tif  
source=Mrs. Fields-BONY Mellon TSA#page11.tif  
source=Mrs. Fields-BONY Mellon TSA#page12.tif  
source=Mrs. Fields-BONY Mellon TSA#page13.tif  
source=Mrs. Fields-BONY Mellon TSA#page14.tif  
source=Mrs. Fields-BONY Mellon TSA#page15.tif  
source=Mrs. Fields-BONY Mellon TSA#page16.tif  
source=Mrs. Fields-BONY Mellon TSA#page17.tif  
source=Mrs. Fields-BONY Mellon TSA#page18.tif  
source=Mrs. Fields-BONY Mellon TSA#page19.tif  
source=Mrs. Fields-BONY Mellon TSA#page20.tif  
source=Mrs. Fields-BONY Mellon TSA#page21.tif  
source=Mrs. Fields-BONY Mellon TSA#page22.tif  
source=Mrs. Fields-BONY Mellon TSA#page23.tif  
source=Mrs. Fields-BONY Mellon TSA#page24.tif  
source=Mrs. Fields-BONY Mellon TSA#page25.tif  
source=Mrs. Fields-BONY Mellon TSA#page26.tif

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 13, 2011, is made by each of **TCBY SYSTEMS, LLC**, a Delaware limited liability company, and **THE MRS. FIELDS’ BRAND, INC.**, a Delaware corporation (each, a “**Grantor**” and, collectively, the “**Grantors**”), in favor of The Bank of New York Mellon, as Collateral Agent under the Credit Agreement (as defined below) (together with its successor(s) thereto in such capacity, the “**Collateral Agent**”), for its benefit and the benefit of Lenders, in light of the following:

**WHEREAS**, Mrs. Fields Famous Brands, LLC (the “**Company**”), Mrs. Fields Financing Company, Inc. (“**MF Financing**”), Mrs. Fields’ Original Cookies, Inc. (“**MFOC**”), and the other Subsidiaries of MFOC party thereto, the Lenders party thereto and The Bank of New York Mellon, as administrative agent and collateral agent, have entered into a Credit and Guaranty Agreement, dated as of December 13, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

**WHEREAS**, as part of the transactions contemplated by the Credit Agreement, (a) the Company and MF Financing Company shall borrow or, shall be deemed to have borrowed, and the Lenders have agreed to make, or shall be deemed to have made, term loans in an aggregate principal amount of \$26,977,106 (the “**Term Loans**”), (b) the Company shall obtain, and the Lenders have agreed to provide, a revolving loan facility in an aggregate principal amount of \$20,000,000 (the loans borrowed under such revolving loan facility, the “**Revolving Loans**” and together with the Term Loans, the “**Loans**”) pursuant to the Credit Agreement and (c) the Grantors (other than the Company) have agreed to guarantee the repayment of the Loans and the other Obligations thereunder and under the other Credit Documents;

**WHEREAS**, each Grantor desires to secure its Guaranty under the Credit Agreement by granting to the Collateral Agent, for its benefit and for the benefit of the Administrative Agent and the Lenders, security interests in the Trademark Collateral of such Grantors as set forth herein;

**WHEREAS**, the Grantors, together with the Company and the other Guarantors, have executed that certain Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (the “**Security Agreement**”), pursuant to which each Grantor has granted to the Collateral Agent, for the benefit of itself, the Administrative Agent and the Lenders, security interests in (among other things) all general intangibles of such Grantor;

**WHEREAS**, each Grantor is a Subsidiary of the Company and will benefit from the proceeds of the Loans; and

**WHEREAS**, in accordance with the terms of the Credit Agreement, each Grantor has agreed to execute and deliver this Agreement to the Collateral Agent for filing by the Company with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate the Collateral Agent’s existing security interests in the trademarks and other general intangibles of such Grantor as described herein.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Grantor hereby agrees in favor of the Collateral Agent, for the benefit of itself, the Administrative Agent and the Lenders, as follows:

1. *Definitions; Interpretation.*

(a) *Certain Defined Terms.* All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement. As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” has the meaning set forth in the recitals hereto.

“**Collateral Agent**” has the meaning set forth in the recitals hereto.

“**Collateral Agent’s Liens**” means the Liens granted by each Grantor to the Collateral Agent under this Agreement or the other Credit Documents to which such Grantor is a party.

“**Company**” has the meaning set forth in the recitals hereto.

“**Credit Agreement**” has the meaning set forth in the recitals hereto.

“**Event of Default**” means any Event of Default under the Credit Agreement.

“**Grantor**” and “**Grantors**” have the meaning set forth in the recitals hereto.

“**Loans**” has the meaning set forth in the recitals hereto.

“**Material Trademark Collateral**” shall mean any Trademark Collateral that is material to the business of the Credit Parties taken as a whole or is otherwise of material value to the Credit Parties, taken as a whole.

“**Proceeds**” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral of a Grantor, including “*proceeds*” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of such Grantor, from time to time in respect of any of the Trademark Collateral of such Grantor, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of such Grantor from time to time with respect to any of the Trademark Collateral of such Grantor, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to such Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral of such Grantor by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral of such Grantor or

for or on account of any damage or injury to or conversion of any Trademark Collateral of such Grantor by any Person.

“**PTO**” means the United States Patent and Trademark Office and any successor thereto.

“**Record**” has the meaning given to them in the UCC.

“**Revolving Loans**” has the meaning set forth in the recitals hereto.

“**Secured Obligations**” means, with respect to each Grantor, all liabilities, obligations, or undertakings owing by such Grantor to the Agents or any Lender of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Credit Agreement, this Agreement, or any of the other Credit Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, indemnities, fees (including attorneys fees), and expenses (including interest, costs, indemnities, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim therefor is allowed) and any and all other amounts which such Grantor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“**Security Agreement**” has the meaning set forth in the recitals hereto.

“**Term Loans**” has the meaning set forth in the recitals hereto.

“**Trademark Collateral**” and “**Collateral**” have the meaning assigned to the term “*Trademark Collateral*” in Section 2.

“**Trademarks**” has the meaning set forth in Section 2.

“**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

“**United States**” and “*U.S.*” each mean the United States of America.

“**Voidable Transfer**” has the meaning set forth in Section 18 to this Agreement.

(b) *Terms Defined in UCC.* Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) *Interpretation.* Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference in this Agreement or in any of the other Credit Documents to this Agreement or any of the other Credit Documents shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth therein). In the event of a direct conflict between the terms and provisions of this Agreement and the Credit Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Credit Agreement shall control and govern; *provided, however*, that the inclusion herein of additional obligations on the part of each Grantor and supplemental rights and remedies in favor of the Collateral Agent, in each case in respect of the Trademark Collateral of such Grantor, shall not be deemed a conflict with the Credit Agreement. Any reference herein to the payment in full of the Secured Obligations shall mean the payment in full in cash of all Secured Obligations other than contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement. References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

2. *Security Interest.*

(a) *Grant of Security in respect of the Secured Obligations.* To secure the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of itself, the Administrative Agent and the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in and to the following property, whether now existing or hereafter adopted, acquired or arising and whether registered or unregistered (collectively, the “**Trademark Collateral**”):

(i) all United States, state (including common law) and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade logos, Internet

domain names, certification marks, collective marks, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all licenses and covenants to which such Grantor is a party providing for the granting of any right in or to any of the foregoing, or otherwise providing for a covenant not to sue for infringement, dilution, or other violation thereof or permitting co-existence with respect thereto (whether such Grantor is licensee or licensor thereunder), (ii) all registrations thereof and applications therefore, including without limitation, the registrations and applications listed on the schedules hereto, (iii) all extensions or renewals of any of the foregoing, and (iv) all of the goodwill of the business connected with the use of and symbolized by the foregoing; but excluding any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (collectively, the “**Trademarks**”);

(ii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the Trademarks, and

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

(b) *Continuing Security Interest.* Each Grantor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral of such Grantor which shall remain in effect until terminated in accordance with *Section 18*.

(c) *Incorporation into Security Agreement.* This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral of such Grantor as described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) *Licenses.* Each Grantor may grant licenses of the Trademark Collateral of such Grantor in accordance with the terms of the Credit Agreement and the Security Agreement.



3. *Further Assurances; Appointment of the Collateral Agent as Attorney-in-Fact.* Each Grantor at its expense shall execute and deliver, or cause to be executed and delivered, to the Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to the Collateral Agent and the Requisite Lenders, and take any and all action, which are necessary to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral of such Grantor held by the Collateral Agent for the benefit of itself, the Administrative Agent and the Lenders and to accomplish the purposes of this Agreement. If any Grantor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents in accordance with the foregoing, the Collateral Agent shall have the right (acting at the written direction of the Requisite Lenders, and if an Event of Default has occurred and is continuing, at the written direction of the Requisite Revolving Lenders or the Requisite Lenders, as applicable) (but not the obligation), in the name of such Grantor, or in the name of the Collateral Agent or otherwise, without notice to or assent by such Grantor, and such Grantor hereby irrevocably constitutes and appoints the Collateral Agent (and any of the Collateral Agent's officers or employees or agents designated by the Collateral Agent) as such Grantor's true and lawful attorney-in-fact with full power and authority (i) to sign the name of such Grantor on all or any of such documents or instruments and perform all other acts that the Requisite Lenders reasonably deem necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral of such Grantor held by the Collateral Agent for the benefit of itself and Lenders, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Grantor, which the Collateral Agent (acting at the written direction of the Requisite Lenders, and if an Event of Default has occurred and is continuing, at the written direction of the Requisite Revolving Lenders or the Requisite Lenders, as applicable) may reasonably deem necessary or advisable to maintain, preserve and protect the Trademark Collateral of such Grantor and to accomplish the purposes of this Agreement, including, at any time an Event of Default has occurred and is continuing, (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral of such Grantor, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral of such Grantor, and (C) to execute any and all applications, documents, papers and instruments for the Collateral Agent to use the Trademark Collateral of such Grantor, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral of such Grantor, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral of such Grantor. The power of attorney set forth in this *Section 3*, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with *Section 18*; *provided* that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally paid and performed in full.

4. *Representations and Warranties.* Each Grantor represents and warrants to the Collateral Agent, in each case to the best of its knowledge, information, and belief, as follows:

(a) *No Other Trademarks.* The Schedule attached hereto which lists the name of, and relates to, such Grantor sets forth a true and correct list of all of such Grantor's existing Trademarks (other than abandoned Trademarks) that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by such Grantor.

(b) *Trademarks Subsisting.* Each of such Grantor's Trademarks listed in the Schedule attached hereto which lists the name of, and relates to, such Grantor is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, each of the Trademarks set forth on such Schedule is valid and enforceable.

(c) *Ownership of Trademark Collateral; No Violation.* To the best of such Grantor's knowledge, such Grantor (i) has rights in and/or good and defensible title to the Trademark Collateral listed on the Schedule attached hereto which lists the name of, and relates to, such Grantor, (ii) such Grantor is the sole and exclusive owner of the entire right, title, and interest to the Trademark Collateral listed on such Schedule, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by such Grantor not to sue third persons, and (iii) with respect to any Trademarks for which such Grantor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Grantor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Grantor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Grantor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral of such Grantor. To the best of such Grantor's knowledge, the past, present and contemplated future use of the Trademark Collateral of such Grantor by such Grantor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) *Validity.* No holding, decision, ruling, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity, enforceability, or scope of, or such Grantor's right to register, own or use, any Material Trademark Collateral of such Grantor, and no such action or proceeding is pending or, to the best of such Grantor's knowledge, threatened in writing.

(e) *Statutory Notice.* Such Grantor has been using appropriate statutory notice of registration in connection with its use of registered Trademarks constituting Material Trademark Collateral consistent with industry standards.

(f) *Industry Standards.* Such Grantor controls the nature and quality in accordance with industry standards of all products sold and all services rendered under or in connection with all Trademarks of such Grantor, in each case consistent with industry standards and its past practices, and has taken all action necessary to insure that all licensees of the Trademarks owned by such Grantor comply with such Grantor's standards of quality, in each case, to the extent constituting Material Intellectual Property.

(g) *No Infringement.* To the best of such Grantor's knowledge, (i) no infringement, dilution or unauthorized use presently is being made of any of the Material

Trademark Collateral of such Grantor by any Person, and (ii) the past, present, and contemplated future use of the Material Trademark Collateral of such Grantor by such Grantor has not, does not and will not infringe, misappropriate, dilute, or otherwise violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement, and no demand that such Grantor enter into a license or co-existence agreement has been made but not resolved, and (iii) no settlement or consents, covenants not to sue, co-existence agreements, non-assertion assurances, or releases have been entered into by such Grantor or bind such Grantor in a manner that could adversely affect such Grantor's rights to own, license or use any Material Trademark Collateral.

(h) *Powers.* Such Grantor has the unqualified right, power and authority to pledge and to grant to the Collateral Agent, for the benefit of itself and Lenders, security interests in the Trademark Collateral of such Grantor pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

(i) *Filings, etc.* Other than the filing of a Uniform Commercial Code financing statement in the jurisdiction in which such Grantor is organized, the filing of this Agreement with the PTO and such other consents or approvals that have been obtained and that are still in force and effect, the execution, delivery, and performance by such Grantor of this Agreement and the Security Agreement do not and will not require any registration with, consent, or approval of, or notice to, or other action with or by, any Governmental Authority or such consents, approvals, notices and actions that if not obtained, given or taken could not reasonably be expected to result in a Material Adverse Effect; *provided, however,* that the subsequent recordation of a trademark security agreement similar in form to this Agreement in the PTO may be necessary to perfect the security interest of such Grantor in the issued registrations and applications for other Trademark Collateral of such Grantor that is acquired by such Grantor after the date hereof; and the taking of actions outside the United States may be required in order to perfect the Collateral Agent's Lien in the Trademark Collateral of such Grantor which is protected under non-U.S. law.

(j) *Binding Obligations, etc.* This Agreement and the Security Agreement are the legally valid and binding obligations of such Grantor, enforceable against such Grantor in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(k) *Perfection of Liens.* On and after the date hereof, upon the filing of the financing statements and the filing of this Agreement with the PTO, the Collateral Agent's Liens in the Trademark Collateral of such Grantor are validly created, perfected, and first priority Liens, subject only to Permitted Liens; *provided, however,* that the subsequent recordation of a trademark security agreement similar in form to this Agreement in the PTO may be necessary to perfect the security interest of such Grantor in the issued registrations and applications for other Trademark Collateral that is acquired

by such Grantor after the date hereof; and the taking of actions outside the United States may be required in order to perfect the Collateral Agent's Lien in the Trademark Collateral of such Grantor which is protected under non-U.S. law.

5. *Affirmative Covenants.* So long as any of the Secured Obligations remain unsatisfied (other than contingent indemnification obligations), each Grantor agrees:

(a) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement;

(b) that it will promptly give the Collateral Agent written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral of such Grantor, including (i) any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which such Grantor is a licensee and (ii) if it knows or has reason to know that any item of Material Trademark Collateral may become (a) abandoned or dedicated to the public or placed in the public domain, or (b) invalid or unenforceable, subject to any adverse determination or development regarding such Grantor's ownership, registration or use or the validity or enforceability of such item of Trademark Collateral (including the institution of, or any adverse development with respect to, any action or proceeding in the United States Patent and Trademark Office, any state registry, any foreign counterpart of the foregoing, or any court);

(c) it shall take all commercially reasonable steps, consistent with its reasonable business judgment, including in any proceeding before the United States Patent and Trademark Office, and any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration or issuance of each Trademark owned by any Grantor and constituting Material Trademark Collateral; and

(d) it shall use appropriate statutory notice in connection with its use of any of the Material Trademark Collateral consistent with past practice and subject to its reasonable business judgment.

6. *Duties of the Collateral Agent.* Notwithstanding any provision contained in this Agreement, neither the Collateral Agent nor Lenders shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Grantor or any other Person for any failure to do so or delay in doing so. Neither the Collateral Agent nor Lenders shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral of such Grantor other than the exercise of commercially reasonable behavior in accordance with applicable law.

7. *Events of Default.* The occurrence of any "Event of Default" under the Credit Agreement shall constitute an Event of Default hereunder.

8. *Remedies.* From and after the occurrence and during the continuation of an Event of Default, the Collateral Agent shall have all rights and remedies available to it under the Credit Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral of each Grantor. Such Grantor hereby

agrees that such rights and remedies include the right of the Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral of such Grantor after the occurrence and during the continuance of an Event of Default, pursuant to the UCC. Such Grantor hereby agrees that the Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Credit Documents, for any Trademark Collateral of such Grantor that is reasonably necessary to permit the exercise of any of the Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Grantor in which the Collateral Agent has a security interest, including the Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by such Grantor (or its successor, assignee or Collateral Agent in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Collateral Agent (acting at the direction of the Requisite Revolving Lenders or the Requisite Lenders, as applicable) reasonably deems necessary, in the name of such Grantor or the Collateral Agent, to enforce or protect any of the Trademark Collateral of such Grantor, in which event such Grantor shall do any and all lawful acts and execute any and all documents necessary to such enforcement. To the extent that the Collateral Agent (acting at the direction of the Requisite Revolving Lenders or the Requisite Lenders, as applicable) shall elect not to bring suit to enforce such Trademark Collateral of such Grantor, such Grantor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation, except to the extent the Trademark Collateral of such Grantor that is the subject of such infringement, misappropriation or violation is not material to such Grantor's business, as determined in the good faith business judgment of such Grantor.

9. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of and enforceable by each Grantor and the Collateral Agent for the benefit of itself and the Administrative Agent and the Lenders and their respective successors and assigns of each of the parties; provided, however, that neither party may assign this Agreement or any rights or duties hereunder except to the extent permitted under the Credit Agreement.

10. *Notices.* All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered to each party hereto at its address set forth on the Schedule attached hereto which lists the name of, and relates to, such Grantor in accordance with the Credit Agreement.

11. *Choice of Law; Venue; and Waiver of Jury Trial.* **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE COUNTY OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT**

**AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE COLLATERAL AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH OF THE GRANTORS HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

12. *Entire Agreement; Amendment.* This Agreement and the other Credit Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. No failure on the part of the Collateral Agent to exercise, and no delay in exercising any right under this Agreement, any other Credit Document, or otherwise with respect to any of the Secured Obligations, shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement, any other Credit Document, or otherwise with respect to any of the Secured Obligations preclude any other or further exercise thereof or the exercise of any other right. Notwithstanding the foregoing, the Collateral Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 4.5(b) of the Security Agreement.

13. *Severability.* If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. *Counterparts; Telefacsimile Execution.* This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or electronic mail also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. *Security Agreement.* Each Grantor acknowledges that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral of such Grantor granted hereby are more fully set forth in the Security Agreement and the other Credit Documents and all such rights and remedies are cumulative.

16. *No Inconsistent Requirements.* Each Grantor acknowledges that this Agreement and the other Credit Documents may contain covenants and other terms and provisions variously

stated regarding the same or similar matters, and such Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. *Termination.* Upon the payment and performance in full of the Secured Obligations, this Agreement shall terminate, and the Collateral Agent shall execute and deliver such documents and instruments (in form and substance satisfactory to the Collateral Agent) without recourse, representation or warranty and take such further action reasonably requested by any Grantor, at such Grantor's expense, as such Grantor shall reasonably request to evidence termination of the security interest granted by such Grantor to the Collateral Agent for the benefit of itself and Lenders hereunder.

18. *Revival and Reinstatement of Obligations.* If the incurrence or payment of the Secured Obligations by any Grantor or the transfer by such Grantor to the Collateral Agent of any property of such Grantor should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences, and other voidable or recoverable payments of money or transfers of property (collectively, a "**Voidable Transfer**"), and if the Collateral Agent is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that the Collateral Agent is required or elects to repay or restore, and as to all reasonable costs, expenses, and attorneys' fees of the Collateral Agent related thereto, the liability of such Grantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.

19. *Each Grantor Remains Liable.* Anything herein to the contrary notwithstanding:

(a) Each Grantor will remain liable under the contracts and agreements included in the Trademark Collateral of such Grantor to the extent set forth therein, and will perform all of its duties and obligations under such contracts and agreements to the same extent as if this Agreement had not been executed;

(b) the exercise by the Collateral Agent of any of its rights hereunder will not release such Grantor from any of its duties or obligations under any such contracts or agreements included in the Trademark Collateral of such Grantor; and

(c) neither the Collateral Agent nor any Lender will have any obligation or liability under any contracts or agreements included in the Trademark Collateral of such Grantor by reason of this Agreement, nor will any such Person be obligated to perform any of the obligations or duties of such Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

20. *Postponement of Subrogation.* Each Grantor hereby agrees that it will not exercise any rights which it may acquire by reason of any payment made hereunder, whether by way of subrogation, reimbursement or otherwise, until the prior payment in full of all Secured Obligations. Any amount paid to such Grantor on account of any payment made hereunder prior to the payment in full of all Secured Obligations shall be held in trust for the benefit of the

Collateral Agent, the Administrative Agent and the Lenders and shall immediately be paid to the Collateral Agent, to be distributed to the Collateral Agent for application against the Secured Obligations, whether matured or unmatured, in accordance with the Credit Agreement. In furtherance of the foregoing, for so long as any Secured Obligations remain outstanding, such Grantor shall refrain from taking any action or commencing any proceeding against Company or any other Guarantor (or any of their respective successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made under this Agreement to the Collateral Agent or any Lender.

21. *Security Interest Absolute.* To the maximum extent permitted by law, all rights of the Collateral Agent, all security interests hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of any of the Secured Obligations or any other agreement or instrument relating thereto, including any of the Credit Documents;

(b) any change in the time, manner, or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any of the Credit Documents, or any other agreement or instrument relating thereto;

(c) any exchange, release, or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Secured Obligations; or

(d) any other circumstances that might otherwise constitute a defense available to, or a discharge of, such Grantor.

To the maximum extent permitted by law, such Grantor hereby waives any right to require the Collateral Agent to: (A) proceed against or exhaust any security held from such Grantor; or (B) pursue any other remedy in the Collateral Agent's power whatsoever.

22. *Intercreditor Agreement Governs.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHTS OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

24. *Collateral Agent.* Each of the parties hereto acknowledges and agrees that each Collateral Agent shall be afforded all of the rights, privileges, protections, indemnities and immunities afforded to it under the Credit Agreement in connection with its execution of this Agreement and the performance of its duties hereunder.



[Signature page follows]

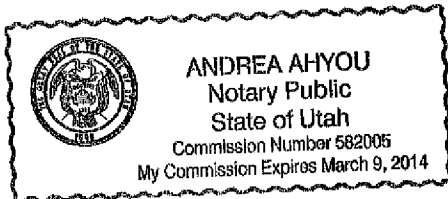
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TCBY SYSTEMS, LLC

By:   
 Name: Tim Casey  
 Title: Chief Executive Officer and President

STATE OF Utah )  
 )  
 COUNTY OF Salt Lake ) ss.

On this 12 day of December, 2011 before me personally appeared Tim Casey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TCBY Systems, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



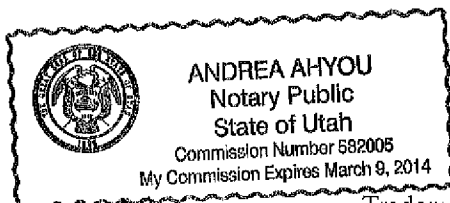
  
 Notary Public

THE MRS. FIELDS' BRAND, INC.

By:   
 Name: Tim Casey  
 Title: Chief Executive Officer and President

STATE OF Utah )  
 )  
 COUNTY OF Salt Lake ) ss.

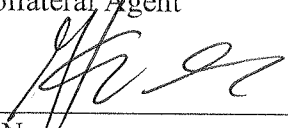
On this 12 day of December, 2011 before me personally appeared Tim Casey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Mrs. Fields' Brand, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



  
 Notary Public

Trademark Security Agreement

Accepted and Agreed:  
THE BANK OF NEW YORK MELLON,  
as Collateral Agent

By:  \_\_\_\_\_

Name:  
Title: *Melinda Valentine*  
*Vice President*

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

**Notice Addresses:**

TCBY Systems, LLC  
1141 W. 2400 S.  
Salt Lake City, UT 84119  
Attn: Michael R. Ward, Esq.

THE BANK OF NEW YORK MELLON

as Collateral Agent  
600 E. Las Colinas Blvd. Ste.1300  
Irving, Texas 75039-5699  
Attn: Melinda K. Valentine  
melinda.valentine@bnymellon.com

**Trademarks:**

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
BERIYO	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,243,072	5/15/2007
BERIYO (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,227,796	4/10/2007
BERIYO BLENDING FRUIT & YOGURT (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,227,792	4/10/2007
Berry (Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,227,833	4/10/2007

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
HOLY-CAL	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,116,023	7/18/2006
JUICE WORKS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,978,917	6/4/1996
JUICE WORKS (& Design	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,169,323	6/30/1998
LOW CARB LOVERS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,083,607	4/18/2006
MOO	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,793,248	9/14/1993
PEACHY LEAN	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,027,299	12/13/2005
PURE YOGURT NIRVANA	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,245,460	5/22/2007
SENSIBLE TEMPTATIONS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,776,095	6/8/1993
SHIVER	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,163,218	6/9/1998
SUMMER COOLERS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,773,793	5/25/1993
SUNDETTE	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,757,078	3/9/1993

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
SUNDETTES	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,726,014	10/20/1992
TCBY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,901,091	6/20/1995
TCBY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,463,784	11/3/1987
TCBY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,415,353	10/15/1985
TCBY (&Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,550,397	8/1/1989
TCBY (red)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,100,861	6/6/2006
TCBY FROZEN YOGURT	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,999,551	7/19/2011
TCBY FRUITHEAD SMOOTHIES (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,799,165	12/23/2003
TCBY MOO MALT (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,006,384	10/11/2005
TCBY SHIVER	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,562,438	10/24/1989
TCBY TREATS	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,054,972	4/22/1997

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
TCBY w/Cone (& Design)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,119,997	7/25/2006
TCBY YOGURT	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,338,536	5/28/1985
TCBY "THE COUNTRY'S BEST YOGURT"	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,415,194	10/28/1986
TCBY "THE COUNTRY'S BEST YOGURT"	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,367,174	10/22/1985
TCBY/BERIYO YOGURT SMOOTHIES TREATS (LOGO)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,388,311	2/26/2008
THE COUNTRY'S BEST YOGURT	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,672,857	1/21/1992
WORKOUT WHEY	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	2,970,599	7/19/2005
YOGWICH	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	1,567,404	11/21/1989
YOVANA	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,230,950	4/17/2007
YOVANA (FRUIT DESIGN)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,357,255	12/18/2007

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
YOVANA (Stylized)	TCBY Systems, LLC	TCBY Systems, LLC	Registered	UNITED STATES	3,128,159	8/8/2006
GET CULTURED. EAT YOGURT.	TCBY Systems, LLC		Registered	UNITED STATES	3,560,536	1/13/2009

### US Trademark Applications

Trademark	Legal Owner	Tech Owner	Status	Country	Application No	Registration Date
YOUR LIFE. YOUR YOGURT. YOUR WAY	TCBY Systems, LLC	TCBY Systems, LLC	Pending	UNITED STATES	85,438,648	10/4/2011



**SCHEDULE II**  
**(The Mrs. Fields' Brand, Inc.)**

**Notice Addresses:**

The Mrs. Fields' Brand, Inc.  
1141 W. 2400 S.  
Salt Lake City, UT 84119  
Attn: Michael R. Ward, Esq.

THE BANK OF NEW YORK MELLON  
as Collateral Agent  
600 E. Las Colinas Blvd. Ste.1300  
Irving, Texas 75039-5699  
Attn: Melinda K. Valentine  
melinda.valentine@bnymellon.com

**Trademarks:**

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
1-800-COOKIES	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	2,741,280	7/29/2003
BREEZER	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,206,130	2/6/2007
BREEZER SMOOTHIES (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,206,822	2/6/2007

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
BUNDLE OF TREATS (supplemental)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,128,273	8/8/2006
COCOMAC	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,843,103	7/5/1994
CRAVE THE KRUNCH	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	2,967,022	7/12/2005
DEBRA'S SPECIAL	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,840,761	6/21/1994
GOOD ENOUGH NEVER IS	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,543,094	6/6/1989
MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,983,184	7/2/1996
MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,723,763	12/8/2009
MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,806,710	6/22/2010

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,719,280	12/1/2009
MRS. FIELDS (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,719,277	12/1/2009
MRS. FIELDS	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,793,695	5/25/2010
MRS. FIELDS (Stylized & Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,384,300	2/19/2008
MRS. FIELDS (Stylized & Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,384,301	2/19/2008
MRS. FIELDS (Stylized)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,299,149	10/2/1984
MRS. FIELDS COOKIES (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,256,315	11/1/1983
MRS. FIELDS COOKIES (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,241,619	6/7/1983

Trademark	Legal Owner	Tech Owner	Status	Country	Registration No	Registration Date
MRS. FIELDS KRUNCH	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,044,893	1/17/2006
MRS. FIELDS THIRTY YEAR (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,384,290	2/19/2008
MRS. FIELDS THIRTY YEAR (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	3,384,291	2/19/2008
NIBBLERS	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	2,020,111	12/3 /1996
THE ORIGINAL COOKIE CO.	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,374,117	12/3/1985
THE ORIGINAL COOKIE CO. (& Design)	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,430,447	2/24/1987
THE ORIGINAL COOKIE COMPANY, INC.	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Registered	UNITED STATES	1,404,285	8/5/1986

### US Trademark Applications

Trademark	Legal Owner	Tech Owner	Status	Country	Application No	Registration Date
-----------	-------------	------------	--------	---------	----------------	-------------------

Trademark	Legal Owner	Tech Owner	Status	Country	Application No	Registration Date
MRS. FIELDS	The Mrs. Fields' Brand, Inc.	The Mrs. Fields' Brand, Inc.	Pending ITU	UNITED STATES	85,371,537	7/14/2011

NY1927718.6