

11-4-98

11-09-1998

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)



100873641

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

11/4/98

and the attached original documents or copy thereof.

To the Honorable Commission

1. Name of conveying party(ies):

Jerry's Famous Deli, Inc. JFD, Inc.

- Individuals Association General Partnership Limited Partnership Corporate-State Other

Additional name(s) of conveying party(ies) attached? Yes No (see attachment 1)

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 11, 1998

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

Name: BankBoston, N.A.

Internal Address:

Street Address: 100 Federal Street

City: Boston State MA ZIP 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other national bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no (Designation must be a separate document from assignment) Additional name(s) & address(es) attached? yes no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

- 75/312,947 75/312,946 75/302,228

B. Trademark Registration No.(s)

- 1,837,237 1,851,807 2,074,459

Additional numbers attached? Yes No (see attachment 1)

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

Name: Melissa Kopff

Internal Address:

Street Address: Edwards & Angell, LLP 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

9

7. Total fee (37 CFR 3.41)..... \$240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit Account Number:

n/a

(Attach duplicate copy of this page if paying by deposit account)

11/05/1998 JSHABAZZ 00000052 75312947

DO NOT USE THIS SPACE

01 Fee-401 40.00 OP 02 Fee-302 200.00 OP

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.

Melissa Kopff Name of Person Signing

Melissa Kopff Signature

11/3/98 Date

Total number of pages including cover sheet, attachments, and document 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignment Washington, D.C. 20231

TRADEMARK REEL: 1810 FRAME: 0049 U.S. PATENT AND TRADEMARK OFFICE FORMS 1594-1

Attachment 1

Additional Names of Conveying Parties:

Jerry's Famous Deli L.A., Inc.

National Deli Corporation

Additional Trademark Registration Numbers:

4. 1,161,168

5. 918095

6. 918103

ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, JERRY'S FAMOUS DELI, INC., JFD, INC., JERRY'S FAMOUS DELI L.A., INC. and NATIONAL DELI CORPORATION (collectively, the "Companies"), each having its principal place of business at 12711 Ventura Boulevard, Studio City, CA 91604, have adopted, used and are using the respective mark or marks shown on Schedule A attached hereto (the "Marks"), which are registered or have been applied to be registered in the United States Patent and Trademark Office under the registration numbers or application numbers, as applicable, shown on such Schedule A next to each of the Marks; and

WHEREAS, each of the Companies are obligated to BANKBOSTON, N.A., a national bank having its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the Lenders under, and as defined in the Loan Agreement defined below (collectively, the "Lenders") (collectively, the Agent and the Lenders are herein sometimes referred to as the "Secured Parties") pursuant to a Credit Agreement of even date herewith (as amended from time to time, the "Loan Agreement") and related documents, pursuant to which the Secured Parties, subject to the terms and conditions contained therein, are making credit extensions to the Companies.

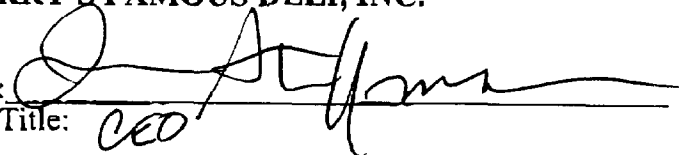
WHEREAS, pursuant to the Loan Agreement, the Companies are granting to the Agent a security interest in and to the Marks, the good will of the business symbolized by the Marks, and the registrations and/or applications thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Companies does hereby assign and grant to the Agent a security interest in and to the Marks, together with the good will of the businesses symbolized by each of the Marks, and the registrations thereof, which assignment and security interest shall secure all the Obligations (as defined in the Loan Agreement) in accordance with the terms and provisions thereof.

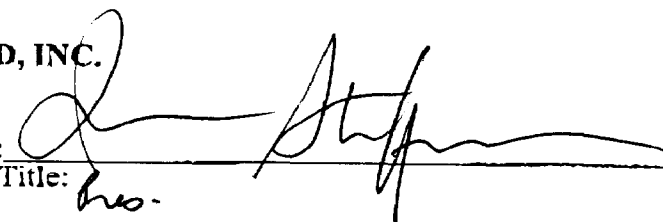
The Agent expressly acknowledges and affirms that its rights and remedies with respect to the assignment and security interest granted hereby are more fully set forth in the Loan Agreement.

Dated: September 11, 1998

JERRY'S FAMOUS DELI, INC.

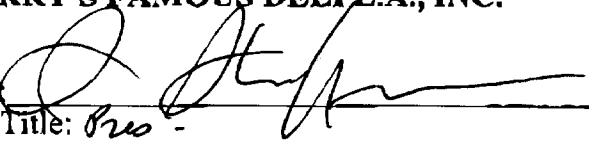
By: 
Title: CEO

JFD, INC.

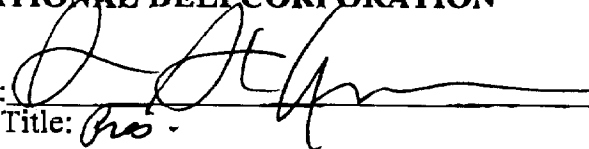
By: 
Title: Pres.

(signatures continued)

JERRY'S FAMOUS DELI L.A., INC.

By: 
Title: *CEO*

NATIONAL DELI CORPORATION

By: 
Title: *CEO*

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On September 10, 1998 before me, Stacey L. McCoy Pintado, personally appeared Isaac Starkman

[] personally known to me

[X] proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Stacey L. McCoy-Pintado
Signature of Notary

CAPACITY CLAIMED BY SIGNER:

- [] Individual(s)
- [] Partner(s)
- [] Trustee(s)
- [] Corporate _____
Officer(s) _____
Title(s)

- [] Attorney-In-Fact
- [] Subscribing Witness
- [] Guardian/Conservator
- [] Other: _____

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies): _____

SCHEDULE A

TRADEMARKS/SERVICEMARKS

I. Registered U.S. Trademarks

<u>Owner</u>	<u>Style/Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Jerry's Famous Deli, Inc.	JFD & Design	1,837,237		
Jerry's Famous Deli, Inc.	JFD	1,851,807		
Jerry's Famous Deli, Inc.	WHERE FOOD AND PEOPLE MIX	2,074,459		
National Deli Corporation	Thal Bros Epicure Market	1,161,168		
National Deli Corporation	Epicure Market	918095		
National Deli Corporation	Hostess Pantry	918103		

II. Registered Non-U.S. or State Trademarks

<u>Owner</u>	<u>Style/Mark</u>	<u>Country/State</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
None.					

III. Pending U.S. Trademark Registration Applications

<u>Owner</u>	<u>Style/Mark</u>	<u>Serial No.</u>	<u>Application Filing Date</u>
Jerry's Famous Deli, Inc.	RASCAL HOUSE "Devil" Design	75/312,947,	6/23/97
Jerry's Famous Deli, Inc.	WOLFIE COHEN'S RASCAL HOUSE RESTAURANT and Design	75/312,946,	6/23/97
Jerry's Famous Deli, Inc.	WOLFIE COHEN'S RASCAL HOUSE	75/302,228,	6/2/97

IV. Pending Non-U.S. Trademark Registration Applications

<u>Owner</u>	<u>Style/Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Filing Date</u>
None.				