

04-22-1999

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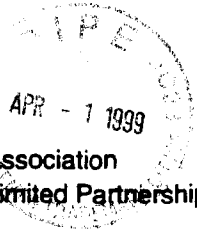
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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Boston Chicken, Inc.



- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State- Delaware, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 5, 1998

2. Name and address of receiving party(ies)

Bank of America National Trust and Savings Association, as collateral agent Internal Address: Special Asset Group

Street Address: 231 South Lasalle Street 8th Floor City: Chicago State: IL ZIP: 60697

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

RECEIVED APR - 1 1999 TRADEMARK RECEIVED

4. Application number(s) or patent number(s): See Schedule I to Patent, Trademark and Copyright Security Agreement (Part B) attached hereto

A. Trademark Application No.(s)

75/248151 74/426773

B. Trademark Registration No.(s)

2,074,346 2,029,513

Additional numbers attached? Yes No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn

Street Address: 2049 Century Park East 21st Floor

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 99

7. Total fee (37 CFR 3.41) \$ 2490

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

04/22/1999 VBROWN 00000001 75248151

DO NOT USE THIS SPACE

01 FC-101 40.00 DP 02 FC-102 2450.00 DP

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.

Sara Hoehn Name of Person Signing Legal Assistant

Sara Hoehn Signature

3/29/99 Date

Total number of pages including cover sheet, attachments, and document: 15

APR - 1 1999

Additional Names of Conveying Parties

1. BC Real Estate Investments, Inc., a Delaware corporation
2. BCI Acquisition Sub, L.L.C., a Delaware limited liability company
3. Progressive Food Concepts, Inc., a Delaware corporation
4. BCI Mayfair, Inc., a Delaware corporation
5. BCI R&A, Inc., a Delaware corporation
6. BCI Massachusetts, Inc., a Delaware corporation
7. BCI West, Inc., a Delaware corporation
8. BCI Southwest, Inc., a Delaware corporation
9. Mid-Atlantic Restaurant Systems, Inc., a Delaware corporation
10. Mayfair Partners, L.P., a Delaware limited partnership
11. BC Great Lakes, L.L.C., a Delaware limited liability company
12. BC New York L.L.C., a Delaware limited liability company
13. BC Goldengate, L.L.C., a Delaware limited liability company
14. BC Superior, L.L.C., a Delaware limited liability company
15. BC Heartland, L.L.C., a Delaware limited liability company
16. BC Tri-States, L.L.C., a Delaware limited liability company
17. Finest Foodservice, L.L.C., a Delaware limited liability company
18. P & L Food Services, L.L.C., a Delaware limited liability company
19. R&A Food Services, L.P., a Delaware limited partnership
20. BC Boston, L.P., a Delaware limited partnership
21. BCE West, L.P., a Delaware limited partnership
22. B.C.B.M. Southwest, L.P., a Delaware limited partnership
23. Buffalo P&L Food Services, Inc., a Delaware corporation

Trademark Applications

Trademark (All are owned by Boston Chicken, Inc.)	Class(es)	Serial No.	Date Applied
America's Best Chicken	42		
Apple Frenzy+	30	75/248151	2/26/97
Boston Burger+	30	74/426773	8/18/93
Boston Carver+	42	75/234912	2/3/97
Boston Delivery+	42	74/426776	8/18/93
Boston Hearth	29, 30	75/094055	4/25/96
Boston Hearth Specialty Foods and Design	29, 30	75/239487	2/10/97
Boston Hearth	16, 25	75/268923	4/3/97
Boston Kitchen	42	74/592773	10/31/94
Boston Ladle	42	75/259,134	3/18/97
Boston Market	9, 16, 20, 21, 25	75/268735	4/3/97
Boston Market	36	75/102807	5/13/96
Boston Market Kids Logo	42	75/259689	3/18/97
BOSTONMARKET.COM	42	75/177936	10/7/96
Boston Meat Loaf	29	74/512,867	4/15/94
Brownstone	32	75/115131	6/5/96
Crumble Jubile Apple Pie	30	75/247986	2/26/97
Digs	42	75/234921	2/3/97
Digs Design	42	75/234914	2/3/97
Digsaroni	30	75/290965	5/13/97
Digscover+	42	75/290959	5/13/97
Digscovery+	42	75/290957	5/13/97
F.A.S.T. Track and Logo	42	75/227617	1/17/97
Fresh Meal Express	29	75/233974	1/30/97
Home Style Meals Fast	42	75/227618	1/17/97
Market Meal	29	75/283557	4/29/97
Max It and Oval Design	42	75/222807	1/8/97
Meal Express	29	75/233992	1/30/97
Paw Print Logo	42	75/269066	4/3/97
Paw Print Logo	25	75/268509	4/3/97
Paw Print Logo	28	75/268588	4/3/97
Saving Games, Saving Lives+	36	75/123877	6/24/96
Store Front Design	42	75/191345	11/1/96
Strawberry Shortcake Bliss	30	75/106498	5/20/96
The Taste of Goodness	42	75/300807	5/30/97
We Can Replace Mom's Cooking But We Can't Replace Mom	36	75/173469	9/30/96
We Work For Hours to Serve You in Seconds	42	75/193678	11/5/96

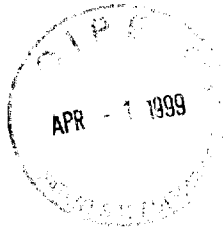
+ These applications have been abandoned

Trademark (All are owned by Boston Chicken, Inc.)		Serial No.	Reg. No.	Date Issued
Intellistore	9	74/473677	1,974,032	5/14/96
Logo (Outline)	29, 42	74/590919	1,942,467	12/19/95
Logo (Red)	42	74/334747	1,795,404	9/28/93
Logo (Red)	29	74/400122	1,833,955	5/3/94
Market	42	73/294940	1,191,424	3/2/82
Max It	42	75/222808	2,180,046	8/11/98
Meat Loaf Carver	30	74/727302	2,005,963	10/8/96
People Pages	16	75/227234	2,138,602	2/24/98
Rotisserie and Design	42	74/334287	1,854,946	9/20/94
Rotisserie and Design	29	74/400124	1,878,751	2/14/95
Serving Up Hope. Fighting Breast Cancer	42	75/103173	2,066,986	6/3/97
Serving Up Hope. Fighting Breast Cancer and Design	42	75/102704	2,166,808	6/23/98
Serving Up Hope Fighting Breast Cancer Boston Market				
Home Style Meals	42	75/102,704	2,166,808	6/23/98
Side Item Sampler*	29, 30	74/590920	2,082,561	7/22/97
Slow Cooking . . . Ready Now	42	74/305667	1,765,150	4/13/93
Summer Market	42	75/104506	2,116,918	11/25/97
Take Home Cooking*	42	74/023284	1,680,876	3/24/92
That's Home Cooking	42	74/559038	1,952,541	1/30/96
The Big Feast*	42	74/041247	1,752,085	2/9/93
The Boston Chicken	42	727766	1,517,660	12/20/88
The Freshest Thing Going	42	74/352899	1,792,089	9/7/93
This is Different. This is Progress	42	74/647465	1,966,632	4/9/96
Turkey Carver	30	74/727303	2,005,964	10/8/96
WINGS	16, 41	75/089471	2,106,455	10/21/97

*These are registrations on the Supplemental Register.

**Schedule I to Patent, Trademark and Copyright Security Agreement
Part B - Trademarks**

Trademark (All are owned by Boston Chicken, Inc.)	Class(es)	Serial No.	Reg. No.	Date
				Issued
3X BBQ	30	74/691027	2,074,346	6/24/97
Awning Design	42	74/607565	2,029,513	1/14/97
Boston	42	74/631420	1,996,529	8/27/96
Boston Basics	29	74/344434	1,828,415	3/29/94
Boston Carver	30	74/631416	1,997,941	9/3/96
Boston Carver Sandwiches and Design	30	75/009727	2,066,383	6/3/97
Boston Chicken	42	74/023837	1,628,747	12/18/90
Boston Chicken	9, 14, 16, 18, 20, 21, 24, 25, 28	74/460050	1,919,315	9/19/95
Boston Chicken	29, 30	74/235760	1,819,092	2/1/94
Boston Chicken (Stylized in Black)	42	74/446595	1,867,314	12/13/94
Boston Chicken (Stylized in Red)	42	74/446593	1,859,018	10/18/94
Boston Chicken (Stylized in White)	42	74/446594	1,860,130	10/25/94
Boston Chicken Rotisserie and Chicken Design	29, 30	74/195440	1,847,986	8/2/94
Boston Chicken Rotisserie and Design	42	74/334286	1,865,024	11/29/94
Boston Chicken Rotisserie and Design	25	74/461078	1,910,151	8/8/95
Boston Chicken Rotisserie and Design	29	74/400123	1,888,637	4/11/95
Boston Feasts	29	74/344435	1,828,416	3/29/94
Boston Market	29	74/410044	1,963,578	3/19/96
Boston Market	42	74/410045	1,940,179	12/5/95
Boston Market and Design	42	74/631862	1,982,175	6/25/96
Boston Market and Design	29	74/631872	2,102,511	10/7/97
Boston Market and Store Front Design	42	75/190992	2,161,437	6/2/98
Boston Market Home Style Meals and Design	42	74/631892	2,031,466	1/21/97
Boston Market Home Style Meals and Design	29	74/631854	2,031,465	1/21/97
Boston Market Logo	36	75/102806	2,131,807	1/27/98
Boston Trio	29	74/344436	1,828,417	3/29/94
Carver Club	30	74/727300	2,008,097	10/15/96
Carver Design	30	75/268916	2,139,128	2/24/98
Carver Design	42	75/299177	2,156,874	5/12/98
Chambers Motorcars Boston	42	74/291,288	1,750,982	3/16/93
Chicken Carver	30	74/727301	2,005,962	10/8/96
Chicken Design	29, 30	74/235758	1,776,661	6/15/93
Chicken Design	42	74/019052	1,615,277	9/25/90
Doctors Vision Center	42	74/576,319	2,007,443	10/15/96
Don't Mess With Dinner	42	75/131820	2,007,443	7/8/97
Ham Carver	30	74/727304	2,005,965	10/8/96
Hearth Honey	29	74/729652	2,011,788	10/29/96
Home Cooking for Folks Who Can't Be Home Cooking	29	74/235757	1,778,001	6/22/93
Home Cooking for Folks Who Can't Be Home Cooking	42	74/163055	1,684,083	4/21/92



PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of October 5, 1998, is made by (a) BOSTON CHICKEN, INC., a Delaware corporation, (b) BC REAL ESTATE INVESTMENTS, INC., a Delaware corporation, (c) BCI ACQUISITION SUB, L.L.C., a Delaware limited liability company, (d) PROGRESSIVE FOOD CONCEPTS, INC., a Delaware corporation, (e) BCI MAYFAIR, INC., a Delaware corporation, (f) BCI R&A, INC., a Delaware corporation, (g) BCI MASSACHUSETTS, INC., a Delaware corporation, (h) BCI WEST, INC., a Delaware corporation, (i) BCI SOUTHWEST, INC., a Delaware corporation, (j) MID-ATLANTIC RESTAURANT SYSTEMS, INC., a Delaware corporation, (k) MAYFAIR PARTNERS, L.P., a Delaware limited partnership, (l) BC GREAT LAKES, L.L.C., a Delaware limited liability company, (m) BC NEW YORK L.L.C., a Delaware limited liability company, (n) BC GOLDENGATE, L.L.C., a Delaware limited liability company, (o) BC SUPERIOR, L.L.C., a Delaware limited liability company, (p) BC HEARTLAND, L.L.C., a Delaware limited liability company, (q) BC TRI-STATES, L.L.C., a Delaware limited liability company, (r) FINEST FOODSERVICE, L.L.C., a Delaware limited liability company, (s) P & L FOOD SERVICES, L.L.C., a Delaware limited liability company, (t) R&A FOOD SERVICES, L.P., a Delaware limited partnership, (u) BC BOSTON, L.P., a Delaware limited partnership, (v) BCE WEST, L.P., a Delaware limited partnership, (w) B.C.B.M. SOUTHWEST, L.P., a Delaware limited partnership, and (x) BUFFALO P&L FOOD SERVICES, INC., a Delaware corporation, each as Debtor and Debtor in Possession (the Persons identified in clauses (a) through (x), individually a "Grantor" and collectively "Grantors"), in favor of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as collateral agent (in such capacity, "Collateral Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Pursuant to that certain Debtor in Possession Credit Agreement of even date herewith by and among Grantors, Lenders, General Electric Capital Corporation, a New York corporation, as administrative agent (in such capacity, "Administrative Agent") for Lenders, and Collateral Agent (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make Revolving Credit Advances and incur L/C Obligations (each as defined in the Credit Agreement) to or for the direct or indirect benefit of Grantors.

B. In order to induce Administrative Agent, Collateral Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to make Revolving Credit Advances and to incur L/C Obligations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Collateral Agent, for the benefit of Agents and Lenders, that certain Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Pursuant to the Security Agreement, each Grantor is granting in favor of Collateral Agent, for the benefit of Agents and Lenders, a Lien upon substantially all of its personal property, including all of its Intellectual Property (as defined in the Credit Agreement).

C. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Agents and Lenders, this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Collateral Agent hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement or in the Security Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. **Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Obligations, and to induce Agents and Lenders to enter into the Credit Agreement and to make Revolving Credit Advances and to incur L/C Obligations in accordance with the terms and conditions thereof, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Collateral Agent, for the benefit of Agents and Lenders, in accordance with Sections 364(c) and (d) of the Bankruptcy Code and subject to terms and conditions more fully described in the Interim Order and the Final Order, a Lien upon all of its right, title and interest in, to and under the following prepetition and postpetition assets of such Grantor and such Grantor's estate under the Chapter 11 Cases, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of such Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of such Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles with respect to the foregoing; and
- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Copyright, Copyright License, Trademark or Trademark License, or (C) injury to the Goodwill associated with any License, Patent, Trademark or Copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Collateral Agent, for the benefit of Agents and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

BOSTON CHICKEN, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BC REAL ESTATE INVESTMENTS, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BCI ACQUISITION SUB, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

PROGRESSIVE FOOD CONCEPTS, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BCI MAYFAIR, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BCI R&A, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BCI MASSACHUSETTS, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BCI WEST, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BCI SOUTHWEST, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

MID-ATLANTIC RESTAURANT SYSTEMS,
INC., Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

MAYFAIR PARTNERS, L.P.,
Debtor and Debtor in Possession

By: BCI Mayfair, Inc., as General Partner

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BC GREAT LAKES, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BC NEW YORK, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BC GOLDENGATE, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BC SUPERIOR, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BC HEARTLAND, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BC TRI-STATES, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

FINEST FOODSERVICE, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

P & L FOOD SERVICES, L.L.C.,
Debtor and Debtor in Possession

By: Boston Chicken, Inc., Manager

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BC BOSTON, L.P.,
Debtor and Debtor in Possession

By: BCI Massachusetts, Inc., as General
Partner

By: Lawrence E. White
Lawrence E. White
Executive Vice President

B.C.B.M. SOUTHWEST, L.P.,
Debtor and Debtor in Possession

By: BCI Southwest, Inc., as General Partner

By: Lawrence E. White
Lawrence E. White
Executive Vice President

R&A FOOD SERVICES, L.P.,
Debtor and Debtor in Possession

By: BCI R&A, Inc., as General Partner

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BCE WEST, L.P.,
Debtor and Debtor in Possession

By: BCI West, Inc. as General Partner

By: Lawrence E. White
Lawrence E. White
Executive Vice President

BUFFALO P&L FOOD SERVICES, INC.,
Debtor and Debtor in Possession

By: Lawrence E. White
Lawrence E. White
Executive Vice President

Accepted as of October 5, 1998:

"Collateral Agent"

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By: _____

Name: _____

Title: _____

**P & L FOOD SERVICES, L.L.C.,
Debtor and Debtor in Possession**

By: Boston Chicken, Inc., Manager

By: _____
**Lawrence E. White
Executive Vice President**

**BC BOSTON, L.P.,
Debtor and Debtor in Possession**

**By: BCI Massachusetts, Inc., as General
Partner**

By: _____
**Lawrence E. White
Executive Vice President**

**B.C.B.M. SOUTHWEST, L.P.,
Debtor and Debtor in Possession**

By: BCI Southwest, Inc., as General Partner

By: _____
**Lawrence E. White
Executive Vice President**

**R&A FOOD SERVICES, L.P.,
Debtor and Debtor in Possession**

By: BCI R&A, Inc., as General Partner

By: _____
**Lawrence E. White
Executive Vice President**

**BCE WEST, L.P.,
Debtor and Debtor in Possession**

By: BCI West, Inc. as General Partner

By: _____
**Lawrence E. White
Executive Vice President**

**BUFFALO P&L FOOD SERVICES, INC.,
Debtor and Debtor in Possession**

By: _____
**Lawrence E. White
Executive Vice President**

Accepted as of October 5, 1998:

"Collateral Agent"

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By: David A. Johanson

Name: David A. Johanson

Title: Vice President

**Schedule I to Patent, Trademark and Copyright Security Agreement
Part A - Patents and Patent Licenses**

Patent No.	Description
08/645,779	Compartmental Container (plastic plates)
383,033	Compartmental Plate Cover Design
392,882	Compartmental Plate Container Design

Schedule I to Patent, Trademark and Copyright Security Agreement

Part B - Trademarks

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Boston Market Home Style Meals and Design	29	74/631854	2,031,465	1/21/97
Boston Market Logo	36	75/102806	2,131,807	1/27/98
Boston Trio	29	74/344436	1,828,417	3/29/94
Carver Club	30	74/727300	2,008,097	10/15/96
Carver Design	30	75/268916	2,139,128	2/24/98
Carver Design	42	75/299177	2,156,874	5/12/98
Chambers Motorcars Boston	42	74/291,288	1,750,982	3/16/93
Chicken Carver	30	74/727301	2,005,962	10/8/96
Chicken Design	29, 30	74/235758	1,776,661	6/15/93
Chicken Design	42	74/019052	1,615,277	9/25/90
Doctors Vision Center	42	74/576,319	2,007,443	10/15/96
Don't Mess With Dinner	42	75/131820	2,007,443	7/8/97
Ham Carver	30	74/727304	2,005,965	10/8/96
Hearth Honey	29	74/729652	2,011,788	10/29/96
Home Cooking for Folks Who Can't Be Home Cooking	29	74/235757	1,778,001	6/22/93
Home Cooking for Folks Who Can't Be Home Cooking	42	74/163055	1,684,083	4/21/92

Trademark (All are owned by Boston Chicken, Inc.)		Serial No.	Reg. No.	Date Issued
Intellistore	9	74/473677	1,974,032	5/14/96
Logo (Outline)	29, 42	74/590919	1,942,467	12/19/95
Logo (Red)	42	74/334747	1,795,404	9/28/93
Logo (Red)	29	74/400122	1,833,955	5/3/94
Market	42	73/294940	1,191,424	3/2/82
Max It	42	75/222808	2,180,046	8/11/98
Meat Loaf Carver	30	74/727302	2,005,963	10/8/96
People Pages	16	75/227234	2,138,602	2/24/98
Rotisserie and Design	42	74/334287	1,854,946	9/20/94
Rotisserie and Design	29	74/400124	1,878,751	2/14/95
Serving Up Hope. Fighting Breast Cancer	42	75/103173	2,066,986	6/3/97
Serving Up Hope. Fighting Breast Cancer and Design	42	75/102704	2,166,808	6/23/98
Serving Up Hope Fighting Breast Cancer Boston Market				
Home Style Meals	42	75/102,704	2,166,808	6/23/98
Side Item Sampler*	29, 30	74/590920	2,082,561	7/22/97
Slow Cooking . . . Ready Now	42	74/305667	1,765,150	4/13/93
Summer Market	42	75/104506	2,116,918	11/25/97
Take Home Cooking*	42	74/023284	1,680,876	3/24/92
That's Home Cooking	42	74/559038	1,952,541	1/30/96
The Big Feast*	42	74/041247	1,752,085	2/9/93
The Boston Chicken	42	727766	1,517,660	12/20/88
The Freshest Thing Going	42	74/352899	1,792,089	9/7/93
This is Different. This is Progress	42	74/647465	1,966,632	4/9/96
Turkey Carver	30	74/727303	2,005,964	10/8/96
WINGS	16, 41	75/089471	2,106,455	10/21/97

*These are registrations on the Supplemental Register.

Trademark Applications

Trademark (All are owned by Boston Chicken, Inc.)	Class(es)	Serial No.	Date Applied
America's Best Chicken	42		
Apple Frenzy+	30	75/248151	2/26/97
Boston Burger+	30	74/426773	8/18/93
Boston Carver+	42	75/234912	2/3/97
Boston Delivery+	42	74/426776	8/18/93
Boston Hearth	29, 30	75/094055	4/25/96
Boston Hearth Specialty Foods and Design	29, 30	75/239487	2/10/97
Boston Hearth	16, 25	75/268923	4/3/97
Boston Kitchen	42	74/592773	10/31/94
Boston Ladle	42	75/259,134	3/18/97
Boston Market	9, 16, 20, 21, 25	75/268735	4/3/97
Boston Market	36	75/102807	5/13/96
Boston Market Kids Logo	42	75/259689	3/18/97
BOSTONMARKET.COM	42	75/177936	10/7/96
Boston Meat Loaf	29	74/512,867	4/15/94
Brownstone	32	75/115131	6/5/96
Crumble Jumble Apple Pie	30	75/247986	2/26/97
Digs	42	75/234921	2/3/97
Digs Design	42	75/234914	2/3/97
Digsaroni	30	75/290965	5/13/97
Digscover+	42	75/290959	5/13/97
Digscovery+	42	75/290957	5/13/97
F.A.S.T. Track and Logo	42	75/227617	1/17/97
Fresh Meal Express	29	75/233974	1/30/97
Home Style Meals Past	42	75/227618	1/17/97
Market Meal	29	75/283557	4/29/97
Max It and Oval Design	42	75/222807	1/8/97
Meal Express	29	75/233992	1/30/97
Paw Print Logo	42	75/269066	4/3/97
Paw Print Logo	25	75/268509	4/3/97
Paw Print Logo	28	75/268588	4/3/97
Saving Gramcs, Saving Lives+	36	75/123877	6/24/96
Store Front Design	42	75/191345	11/1/96
Strawberry Shortcake Bliss	30	75/106498	5/20/96
The Taste of Goodness	42	75/300807	5/30/97
We Can Replace Mom's Cooking But We Can't Replace Mom	36	75/173469	9/30/96
We Work For Hours to Serve You in Seconds	42	75/193678	11/5/96

+ These applications have been abandoned

State Trademark Registrations

Trademark (All are owned by Boston Chicken, Inc.)	State	Registration Number	Date
Boston	Illinois	80,111	3/13/97
Boston	Texas	55,296	1/24/96
Boston	California	45,727	3/20/96
Boston	Florida	T,967	1/2/96
Market	Minnesota	7,024	12/8/80
Boston	Colorado	135,623	11/3/95
Boston Chicken	Puerto Rico	33,751	7/20/94

Progressive Food Concepts, Inc. ("PFCI")

As part of a series of transactions on January 31, 1997, between Harry's Farmers Market, Inc. and PFCI, the following occurred:

Harry's Farmers Market, Inc. ("HFMI") transferred to HFMI Trust, a business trust, all of its trademarks, trademark applications, registered and unregistered service marks, service mark applications, trade names, trade name rights, copyrights, trade secrets and know-how and other proprietary information. PFCI is also the licensee under a royalty-free and perpetual license issued by the trust, which entitles PFCI to use the HFMI intellectual property.

PFCI received an ownership certificate issued by the trust which entitles it to beneficial ownership of the HFMI intellectual property worldwide (excluding Georgia and Alabama).

PFCI was granted, and is the licensee under, a royalty-free and perpetual license issued by the trust, which entitles PFCI to use the HFMI intellectual property. The license grants PFCI the right to use the HFMI intellectual property as follows:

- until November 3, 1999, PFCI has the exclusive use of the HFMI intellectual property except in the states of Georgia and Alabama
- on November 3, 1999, the concurrent (with HFMI) right to use the HFMI intellectual property in Georgia and Alabama. The rights also become concurrent with HFMI in Tennessee, North Carolina and South Carolina
- on January 31, 2004, the rights become concurrent with HFMI worldwide.

**Schedule I to Patent, Trademark and Copyright Security Agreement
Part C - Copyrights and Copyright Licenses**

No Copyright Registrations