

MRD 11-16-99



101254809

red original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

New World Coffee-Manhattan Bagel, Inc., CBB Acquisition Corp., Willoughby's, Inc., Manhattan Bagel Company, Inc. and I & J Bagel, Inc.

- Individuals
- Association
- General Partnership
- Limited Partnership
- Corporate-State Delaware, New Jersey, Connecticut, New Jersey, California, respectively
- 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: August 31, 1999

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 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)

See Exhibit B attached hereto

B. Trademark Registration No.(s)

See Exhibit A attached hereto

Additional numbers attached? Yes No

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

Name: James I Rubens, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

23

7. Total fee (37 CFR 3.41)..... \$590.00 E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

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

11/16/1999 DMSUYEN 00000005 1306900

DO NOT USE THIS SPACE

01 FC:481 40.00 OR
02 FC:482 550.00 OR

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia

Name of Person Signing

Signature

November 15, 1999

Date

Total number of pages including cover sheet, attachments, and document 19

EXHIBIT A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CHESAPEAKE BAGEL BAKERY	New World Coffee-Manhattan Bagel, Inc.	1,386,980	03/18/86
Miscellaneous Design	New World Coffee-Manhattan Bagel, Inc.	1,427,545	02/03/87
CHESAPEAKE BAGEL BAKERY and Design	New World Coffee-Manhattan Bagel, Inc.	2,187,384	09/08/98
CHESAPEAKE BAGEL BREW and Design	New World Coffee-Manhattan Bagel, Inc.	2,187,385	09/08/98
CHESAPEAKE BAGEL BAKERY	New World Coffee-Manhattan Bagel, Inc.	2,199,460	10/27/98
ULTIMATE BAGEL KNOT	New World Coffee-Manhattan Bagel, Inc.	2,245,364	05/18/99
FOR THE BEST BAGELS IN TOWN	New World Coffee-Manhattan Bagel, Inc.	1,963,761	03/26/96
IF YOU'VE NEVER HAD A	New World Coffee-Manhattan Bagel, Inc.	2,137,487	02/17/98
MANHATTAN BAGEL	New World Coffee-Manhattan Bagel, Inc.	2,031,357	01/21/97
MANHATTAN BAGEL COMPANY (LOGO)	New World Coffee-Manhattan Bagel, Inc.	1,538,593	05/09/89
MANHATTAN BAGEL LOGO	New World Coffee-Manhattan Bagel, Inc.	2,146,068	03/24/98
MISCELLANEOUS DESIGN (PYRAMID)	New World Coffee-Manhattan Bagel, Inc.	1,908,689	08/01/95
NEW WORLD COFFEE	New World Coffee-Manhattan Bagel, Inc.	1,889,054	04/11/95
NEW WORLD COFFEE	New World Coffee-Manhattan Bagel, Inc.	1,858,231	10/11/94
NEW WORLD COFFEE & BAGELS	New World Coffee-Manhattan Bagel, Inc.	2,130,746	01/20/98
SUMMERTIME BLEND	New World Coffee-Manhattan Bagel, Inc.	1,905,801	07/18/95

EXHIBIT B

USE-BASED TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Ser. No.</u>	<u>Filing Date</u>
CHESAPEAKE BAGELS BAKERY & CAFE and Design	New World Coffee-Manhattan Bagel, Inc.	75-567,904	10/08/98
CHESAPEAKE	New World Coffee-Manhattan Bagel, Inc.	75-566,748	10/08/98
FREEDOM FROM BORING LUNCHES!	New World Coffee-Manhattan Bagel, Inc.	75-534,366	08/11/98
FUEL FOR THE NEW MILLENNIUM	New World Coffee-Manhattan Bagel, Inc.	75-721,491	06/03/99
MANHATTAN BAGEL (LOGO)	New World Coffee-Manhattan Bagel, Inc.	75-290,583	05/12/97
MANHATTAN CHILLERZ	New World Coffee-Manhattan Bagel, Inc.	75-720,988	06/03/99
NEW WORLD FREEZERS	New World Coffee-Manhattan Bagel, Inc.	75-720,949	06/03/99

TRADEMARK SECURITY AGREEMENT

This Agreement dated as of August 31, 1999 among NEW WORLD COFFEE - MANHATTAN BAGEL, INC., CBB ACQUISITION CORP., WILLOUGHBY'S, INC., MANHATTAN BAGEL COMPANY, INC. and I & J BAGEL, INC. and all future Subsidiaries who hereafter become parties hereto (collectively, the "Borrowers" and each individually, a "Borrower") and BANKBOSTON, N.A., located at 100 Federal Street, Boston, Massachusetts 02110, (together with its successors and assigns, the "Secured Party") under, and as defined in, the Credit Agreement dated on or about the date hereof as from time to time in effect (the "Credit Agreement"), between the Borrower and the Secured Party. Terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. Grant of Security Interest. Each of the Borrowers hereby grants to the Secured Party and its successors and assigns a security interest in the items referred to below, whether now owned or hereafter acquired, and all proceeds thereof (collectively, the "Collateral") to secure the Obligations:

1.1. All of the right, title and interest of the Borrowers in and to all in use service marks and trademarks (collectively, the "Marks"), the registrations relating to the Marks (collectively, the "Registrations") and all service marks and trademark applications relating to the Marks (collectively, the "Applications"), now owned or hereafter acquired by the Borrowers. Such Marks, Registrations and Applications shall include without limitation all United States and foreign registrations and applications of the Borrowers described in Exhibit A hereto.

1.2. The goodwill of the business of all Borrowers symbolized by each of the Marks.

1.3. All right, title and interest of such Borrower in and to any cause of action that has heretofore arisen or that may arise with respect to the unconsented use or infringement of the Marks, the Registrations or the Applications.

2. Further Assurances. Each of the Borrowers shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by the Secured Party in order to effectuate fully the grant of the security interest set forth in Section 1 hereof.

3. Agreement to Assign Collateral. Each of the Borrowers shall execute and deliver to the Secured Party on the date of this Agreement a written Assignment of Trademarks to the Secured Party in substantially the form attached hereto as Exhibit B (the "Assignment"). The Secured Party shall hold the Assignment in escrow, and the Assignment shall have no legal effect and shall not be binding on the Borrowers, until the occurrence and continuance of an Event of

Default, at which time the Secured Party may file the Assignment with the U.S. Patent and Trademark Office and, upon such filing, the Assignment shall take effect as a legal document binding upon the Borrowers.

4. Foreclosure. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies granted by this Agreement and the Assignment, the Secured Party may exercise the rights and remedies of a secured party enacted in any of the jurisdictions in which the Collateral may be located. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, without demand or notice (except as set forth next below), all of which are waived, and without advertisement, the Secured Party may sell at public or private sale or otherwise realize upon, in the State of New York or elsewhere, all or from time to time any of the Collateral, or any interest which any of the Borrowers may have therein. Notice of any sale or other disposition of the Collateral shall be given to the Borrowers at least 10 days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which the Borrowers agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Obligation or any Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral (including associated goodwill) free from any right or redemption on the part of the Borrowers, which right is waived and released. After deducting from the proceeds of sale or other disposition of the Collateral and associated goodwill all expenses (including reasonable expenses for brokers' fees and legal services), the balance of such proceeds shall be applied toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Borrowers.

5. Defeasance. Upon payment in full of the Obligations and termination of the commitments therefor, the Secured Party shall, at the Borrowers' expense, release the security interest in the Collateral granted under this Agreement and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including cancellation of this Agreement by written notice to the U.S. Patent and Trademark Office and delivery back to the Borrowers of the Assignment upon request of the Borrowers.

6. Covenants. Each of the Borrowers covenants and agrees as follows:

6.1. Such Borrower shall not abandon any Marks, Registrations or Applications included in the Collateral except such Marks, Registrations or Applications, the abandonment of which could not reasonably be expected to have a material adverse effect on the business, financial conditions or operations of the Borrowers.

6.2. Such Borrower shall maintain all rights held by such Borrower relating to the Marks, Registrations and Applications except such Marks, Registrations or Applications which the failure to maintain could not reasonably be expected to have a material adverse effect on the business, financial conditions or operations of the Borrowers.

6.3. Until all of the Obligations shall have been paid indefeasibly in full in cash and all commitments therefor and the Credit Agreement have been terminated, such Borrower shall not enter into any agreement (including without limitation a license agreement) which conflicts with such Borrower's obligations under this Agreement other than agreements that could not reasonably be expected to affect the value of any of the Collateral in any material respect, without the Secured Party's prior written consent (which consent will not be unreasonably withheld or delayed).

6.4. If such Borrower shall obtain any rights to any registrable service marks or trademarks after the date hereof, the provisions of Section 1 shall automatically apply thereto and such Borrower shall within 30 days after obtaining such rights give to the Secured Party written notice thereof, execute an amendment to Exhibit A including such after-acquired Registrations and Applications, and take any other action reasonably necessary to record the Secured Party's interest in such Marks, Registrations and Applications with the U.S. Patent and Trademark Office and other applicable filing offices.

6.5. Such Borrower has used, and will continue to use, proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

7. Representations and Warranties of Title. Each of the Borrowers represents and warrants to the Secured Party (which representations and warranties are made as of the date hereof and shall survive the delivery of this Agreement) and, which representations and warranties are made to the best of the Borrowers' knowledge to the extent such representations and warranties relate to Collateral acquired by the Borrowers pursuant to the Chesapeake Acquisition, as follows:

7.1. Exhibit A sets forth as of the date hereof all Marks, Registrations and Applications owned by such Borrower or in which such Borrower has any interest.

7.2. As of the date hereof, all of the Collateral set forth on Exhibit A is subsisting and has not been adjudged invalid or unenforceable.

7.3. As of the date hereof, no claim has been made that the use of any of the Collateral violates the rights of any third person and no Borrower is aware of any basis for any such claim to be asserted.

7.4. Such Borrower is the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any Encumbrances, including without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Borrower not to sue third persons (other than Permitted Encumbrances and licenses in favor of other Borrowers and the Secured Party).

7.5. Such Borrower has the full power and authority to enter into this Agreement and perform its terms.

8. General.

8.1. No course of dealing among the Borrowers and the Secured Party, nor any failure to exercise, nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege.

8.2. All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

8.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 6.4 hereof.

8.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

8.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

8.7. This Agreement is a Loan Document (as defined in the Credit Agreement) and may be executed in any number of counterparts, which together shall constitute one instrument.

8.8. (a) **THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER SEAL AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING REFERENCE TO ANY CONFLICTS OF LAW PROVISIONS THEREIN) EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF A SECURITY INTEREST GRANTED HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE REQUIRED TO BE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

(b) **EACH OF THE BORROWERS AND THE SECURED PARTY AGREES THAT NEITHER IT NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY**

OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, ANY COLLATERAL OR THE DEALINGS OR THE RELATIONSHIP BETWEEN SUCH BORROWER AND THE SECURED PARTY OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER THE SECURED PARTY NOR ANY BORROWER HAS AGREED WITH OR REPRESENTED TO ANY OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(c) EACH BORROWER HEREBY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN OR OTHER REVIEW SOUGHT FROM THE AFORESAID COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF SUCH BORROWER'S OBLIGATIONS UNDER OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE AS TO VENUE IN ANY OF SUCH COURTS.

Each of the undersigned has caused this Agreement to be signed by its duly authorized officer as of the date first written above.

BORROWERS:

NEW WORLD COFFEE - MANHATTAN BAGEL, INC.

By: _____
Title: _____

CBB ACQUISITION CORP.

By: _____
Title: _____

WILLOUGHBY'S, INC.

By: _____
Title: _____

MANHATTAN BAGEL COMPANY, INC.

By: _____
Title: _____

I & J BAGEL, INC.

By: _____
Title: _____

SECURED PARTY:

BANKBOSTON, N.A.

By: _____
Title: _____

Each of the undersigned has caused this Agreement to be signed by its duly authorized officer as of the date first written above.

BORROWERS:

NEW WORLD COFFEE - MANHATTAN BAGEL, INC.

By: _____
Title: _____

CBB ACQUISITION CORP.

By: _____
Title: _____

WILLOUGHBY'S, INC.

By: _____
Title: _____

MANHATTAN BAGEL COMPANY, INC.

By: _____
Title: _____

I & J BAGEL, INC.

By: _____
Title: _____

SECURED PARTY:


BANKBOSTON, N.A.

By: Rad Quinn
Title: Division Executive

State of New York
County of Nassau

August 30, 1999

Then personally appeared the above named RAMIN KATZAR and acknowledged that he/she executed the foregoing Assignment as his/her free act and deed before me on behalf of each of the foregoing Borrowers, as duly authorized agent thereof.



Notary Public

My commission expires:

VINCENT J. WISCOVITCH
NOTARY PUBLIC, State of New York
No. 0298803272
Qualified in Queens County
Commission Expires March 2, 2002

EXHIBIT A

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CHESAPEAKE BAGEL BAKERY	New World Coffee-Manhattan Bagel, Inc.	1,386,980	03/18/86
Miscellaneous Design	New World Coffee-Manhattan Bagel, Inc.	1,427,545	02/03/87
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FOR THE BEST BAGELS IN TOWN	New World Coffee-Manhattan Bagel, Inc.	1,963,761	03/26/96
IF YOU'VE NEVER HAD A	New World Coffee-Manhattan Bagel, Inc.	2,137,487	02/17/98
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MISCELLANEOUS DESIGN (PYRAMID)	New World Coffee-Manhattan Bagel, Inc.	1,908,689	08/01/95
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SUMMERTIME BLEND	New World Coffee-Manhattan Bagel, Inc.	1,905,801	07/18/95

USE-BASED TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Ser. No.</u>	<u>Filing Date</u>
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CHESAPEAKE	New World Coffee-Manhattan Bagel, Inc.	75-566,748	10/08/98
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FUEL FOR THE NEW MILLENIUM	New World Coffee-Manhattan Bagel, Inc.	75-721,491	06/03/99
MANHATTAN BAGEL (LOGO)	New World Coffee-Manhattan Bagel, Inc.	75-290,583	05/12/97
MANHATTAN CHILLERZ	New World Coffee-Manhattan Bagel, Inc.	75-720,988	06/03/99
NEW WORLD FREEZERS	New World Coffee-Manhattan Bagel, Inc.	75-720,949	06/03/99

EXHIBIT B

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") dated as of _____, _____ among **NEW WORLD COFFEE - MANHATTAN BAGEL, INC., CBB ACQUISITION CORP., WILLOUGHBY'S, INC., MANHATTAN BAGEL COMPANY, INC. and I & J BAGEL, INC.**, and all future Subsidiaries who hereafter become parties hereto (collectively, the "Borrowers" each individually, a "Borrower") and **BANKBOSTON, N.A.**, located at 100 Federal Street, Boston, Massachusetts 02110, (together with its successors and assigns, the "Secured Party") under, and as defined in, the Credit Agreement dated on or about the date hereof as from time to time in effect (the "Credit Agreement"), among the Borrower and the Secured Party. Terms defined in the Credit Agreement and not otherwise defined herein are used herein with the meanings so defined. This Assignment is made pursuant to that certain Trademark Security Agreement dated as of this date (the "Security Agreement") between the Borrowers and the Secured Party.

BACKGROUND

Section 3 of the Security Agreement provides that the Borrowers shall execute this Assignment of Trademarks with respect to the items listed in Exhibit A thereto (collectively, the "Collateral"), as amended from time to time (and attached hereto as Exhibit 1A), and that the Secured Party may file this Assignment upon the occurrence and during the continuance of an Event of Default.

ASSIGNMENT

1. Assignment. Subject to the occurrence and continuance of an Event of Default, each of the Borrowers hereby assigns to the Secured Party and its successor and assigns, the items referred to below (collectively, the "Assigned Material"):
 - a) All of the right, title and interest of the Borrowers in and to all in use service marks and trademarks (collectively, the "Marks"), the registrations relating to the Marks (collectively, the "Registrations") and all service marks and trademark applications relating to the Marks (collectively, the "Applications"), now owned or hereafter acquired by the Borrowers. Such Marks, Registrations and Applications shall include without limitation all existing United States and foreign registrations and applications of the Borrowers described in Exhibit 1A.
 - b) The goodwill of the business of the Borrowers symbolized by each of the Marks.
 - c) All right, title and interest of the Borrowers in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the Marks, the Registrations or the Applications.

2. Further Assurances. Each of the Borrowers shall execute, or use its reasonable efforts at its reasonable expense to have carefully executed, any further documents as may be reasonably requested by the Secured Party in order to fully effectuate this Assignment.
3. General. The provisions of this Assignment shall be read cumulatively with the provisions of Sections 4, 5, 6, 7 and 8 of the Security Agreement. Upon filing with the U.S. Patent and Trademark Office (or any other applicable foreign filing office with respect to Registrations which are not United States Registrations), and not before, this Assignment amends the Security Agreement by deleting Sections 1, 2 and 3 of the Security Agreement with respect to Assigned Material relating to such filing office, which Sections 1, 2 and 3 shall be of no further force or effect in respect of such Assigned Material. This Assignment is a Loan Document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Each of the undersigned has caused this Assignment to be signed by its duly authorized officer as of the day and year first written above.

BORROWERS:

**NEW WORLD COFFEE - MANHATTAN BAGEL,
INC.**

By: _____
Title:

CBB ACQUISITIONS CORP.

By: _____
Title:

WILLOUGHBY'S, INC.

By: _____
Title:

MANHATTAN BAGEL COMPANY, INC.

By: _____
Title:

I & J BAGEL, INC.

By: _____
Title:

SECURED PARTY:

BANKBOSTON, N.A.

By: _____
Title:

State of _____
County of _____

_____, _____

Then personally appeared the above named _____, and
acknowledged that he/she executed the foregoing Assignment as his/her free act and deed before
me on behalf of each of the foregoing Borrowers, as duly authorized agent thereof.

Notary Public

My commission expires:

EXHIBIT 1A

TO

ASSIGNMENT OF TRADEMARKS

DATED AS OF _____, 1999

(see attached)