FORM PTO-1618A
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04-07-2000

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK
MAR 1 2000

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date Month Day Year
- [ ] Change of Name
- [ ] Other

Conveying Party [ ] Mark if additional names of conveying parties attached

Name: Einstein/Noah Bagel Corp.

Execution Date Month Day Year: 01 31 2000

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A.

DBA/AKA/TA:

Composed of:

Address (line 1): 231 S. LaSalle St.

Address (line 2):

Address (line 3): Chicago (City) IL (State/Country) 60697 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [X] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[ ] Citizenship/State of Incorporation/Organization

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01 FC:481 40.00 OP
02 FC:482 75.00 CH 1450.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 312-853-7000

Name: James F. Donato

Address (line 1): Sidley & Austin

Address (line 2): Bank One Plaza

Address (line 3): Ten S. Dearborn St.

Address (line 4): Chicago, IL 60603

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 16

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
16 U.S. trademark applications as listed on attached schedule.	46 U.S. trademark registrations as listed on attached schedule.

Number of Properties

Enter the total number of properties involved. # 62

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 1490.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 19-2165

Authorization to charge additional fees: Yes [X] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

James F. Donato	James F. Donato	3/1/2000
Name of Person Signing	Signature	Date Signed

SCHEDULE A

U.S. Trademarks

Owner	Trademark	Serial #	Reg. #	Date Issued
Einstein/Noah Bagel Corp.	A Round Lunch in a Square Box	74/161137	2081647	07/22/97
Einstein/Noah Bagel Corp.	Bagel & Bagel	74/547132	2181665	08/18/98
Einstein/Noah Bagel Corp.	Bagel & Bagel and Design	74/545738	1918541	09/12/95
Einstein/Noah Bagel Corp.	Bagel & Bagel and Design	74/545740	1918543	09/12/95
Einstein/Noah Bagel Corp.	Bagel & Bagel Bakery & Noshery	74/644689	1992716	08/13/96
Einstein/Noah Bagel Corp.	Bagel & Bagel Bakery & Noshery and Design	74/545739	1918542	09/12/95
Einstein/Noah Bagel Corp.	Bagel & Bagel Bakery & Noshery and Design	73/821718	1613338	09/11/90
Einstein/Noah Bagel Corp.	Best Bagel on Earth	74/547131	1909610	08/01/95
Einstein/Noah Bagel Corp.	Bubbler	74/720017	2004237	10/01/96
Einstein/Noah Bagel Corp.	Chicago Bagel Dog	75/501370	2282292	09/28/99
Einstein/Noah Bagel Corp.	Curved Trapezoid Design	74/732661	2129724	01/20/98
Einstein/Noah Bagel Corp.	Curved Trapezoid Design	74/732662	2183221	08/25/98
Einstein/Noah Bagel Corp.	Double Circle Logo	75/177939	2209525	12/08/98
Einstein/Noah Bagel Corp.	Double Circle Logo	75/177941	2239308	04/13/99
Einstein/Noah Bagel Corp.	Double Circle Logo	75/177937	2253904	06/15/99
Einstein/Noah Bagel Corp.	Einstein Bros.	74/632658	2092522	09/02/97
Einstein/Noah Bagel Corp.	Einstein Bros.	75/032035	2078607	05/15/97
Einstein/Noah Bagel Corp.	Einstein Bros.	74/732660	2060493	05/13/97
Einstein/Noah Bagel Corp.	Einstein Bros.	74/732659	2146983	03/31/98
Einstein/Noah Bagel Corp.	Einstein Bros.	75/051996	2272532	08/24/99
Einstein/Noah Bagel Corp.	Einstein Bros Bagels and Circle Logo	75/177938	2211548	12/15/98
Einstein/Noah Bagel Corp.	Einstein Bros Bagels and Circle Logo	75/177945	2194140	10/06/98
Einstein/Noah Bagel Corp.	Einstein Bros. Bagels and Overall Design	75/026043	2094203	09/09/97
Einstein/Noah Bagel Corp.	Einstein's	74/701213	2051938	04/15/97
Einstein/Noah Bagel Corp.	Einstein's	74/675985	2068365	06/10/97

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Einstein/Noah Bagel Corp.	Einstein's	74/675983	2217510	01/12/99
Einstein/Noah Bagel Corp.	Einsteins and Design	74/690945	2062566	05/20/97
Einstein/Noah Bagel Corp.	Elmo Einstein	75/207123	2279701	09/21/99
Einstein/Noah Bagel Corp.	Fancy Schmancy Catering	75/553926	2287872	10/19/99
Einstein/Noah Bagel Corp.	Food for a Mind Bageling World	75/522968	2263173	07/20/99
Einstein/Noah Bagel Corp.	Little Monsters	74/001879	2013551	01/05/96
Einstein/Noah Bagel Corp.	Lucky Green Bagel	75/451784	2262673	07/20/99
Einstein/Noah Bagel Corp.	Noshos	74/690947	2053956	04/22/97
Einstein/Noah Bagel Corp.	Offerdahl's Bagel Gourmet and Design	74/532892	1896387	05/30/95
Einstein/Noah Bagel Corp.	Poppies	74/732656	2009942	10/22/96
Einstein/Noah Bagel Corp.	Powerbagels	74/690946	1987020	07/16/96
Einstein/Noah Bagel Corp.	Shining Bagel Design	74/732653	2017312	11/19/96
Einstein/Noah Bagel Corp.	Shining Bagel Logo	74/720014	2085297	08/05/97
Einstein/Noah Bagel Corp.	Shining Bagel Logo	74/720033	2078420	07/15/97
Einstein/Noah Bagel Corp.	Shining Bagel Logo	75/720015	2078419	07/15/97
Einstein/Noah Bagel Corp.	So Eat Already	75/449591	2296886	11/30/99
Einstein/Noah Bagel Corp.	The Veg-Out	74/720018	2011730	10/29/97
Einstein/Noah Bagel Corp.	Two Guys Logo	75/177989	2221551	12/15/98
Einstein/Noah Bagel Corp.	Two Guys Logo	75/177997	2221552	12/15/98
Einstein/Noah Bagel Corp.	Two Guys Logo	75/177940	2221549	12/15/98
Einstein/Noah Bagel Corp.	Veggie Confetti	74/32652	2020503	12/03/96

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Owner	Trademark	Serial #	Date Applied For
Einstein/Noah Bagel Corp.	Bagel & Bagel	74/545735	07/05/94
Einstein/Noah Bagel Corp.	Breakfast for the Bunch	75/628155	01/27/99
Einstein/Noah Bagel Corp.	Come Back for Lunch	75/864449	12/06/99
Einstein/Noah Bagel Corp.	Cool Cat	74/720016	08/25/95
Einstein/Noah Bagel Corp.	Einstein Bros.	75/051994	02/01/96
Einstein/Noah Bagel Corp.	Einstein Bros Bagels and Circle Logo	75/177333	10/07/96
Einstein/Noah Bagel Corp.	Elmo Einstein	75/176892	10/04/96
Einstein/Noah Bagel Corp.	Elmo Einstein	75/207124	10/04/96
Einstein/Noah Bagel Corp.	Man Cannot Live on Great Bagels Alone	75/193634	11/05/96
Einstein/Noah Bagel Corp.	Man Cannot Live on Great Bagels Alone	75/193497	11/05/96
Einstein/Noah Bagel Corp.	Melvyn Einstein	75/176757	10/04/96
Einstein/Noah Bagel Corp.	Melvyn Einstein	75/205946	10/04/96
Einstein/Noah Bagel Corp.	Nosh Box	75/406346	12/16/97

U.S. Trademarks

Owner	Trademark	Serial #	Reg. #	Date Issued
Einstein/Noah Bagel Corp.	8 oz. Tub O'Fun	74/399,383	1,863,824	11-22-94
Einstein/Noah Bagel Corp.	Brackman Bros. Bagel Bakery	73/840,142	1,600,095	6-5-90
Einstein/Noah Bagel Corp.	Doc's Premium	74/399,103	1,859,825	10-25-94

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of January 31, 2000, by and between Einstein/Noah Bagel Corp., a Delaware corporation ("Borrower"), and Bank of America, N.A., as successor to Bank of America National Trust and Savings Association and Bank of America Illinois, as representative for the Lenders (in such capacity as representative, "Agent"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the "Existing Credit Agreement" (as defined below).

PRELIMINARY STATEMENTS

A. Borrower, f/k/a Einstein Bros. Bagels, Inc., the various financial institutions parties thereto and Agent entered into a certain Secured Credit Agreement, dated as of May 17, 1996 (the "Original Credit Agreement");

B. The Original Credit Agreement was amended and restated in its entirety by that certain Amended and Restated Credit Agreement dated as of November 21, 1997 (as further amended and modified by that certain first amendment and waiver thereto dated as of March 27, 1998, that certain consent thereto dated as of May 7, 1998, that certain second amendment thereto dated as of October 4, 1998, and that certain third amendment and waiver thereto dated as of January 29, 1999, in each case among such parties, collectively, the "Existing Credit Agreement") entered into by and among Borrower, the financial institutions from time to time party thereto (the "Lenders"), Agent and General Electric Capital Corporation in its capacity as Co-Agent (the "Co-Agent");

C. Concurrently with the execution and delivery of the Original Credit Agreement, Borrower executed and delivered in favor of the Agent and the Lenders, that certain Trademark Security Agreement dated as of May 17, 1996 (as amended by an agreement dated as of November 21, 1997, the "Borrower Trademark Security Agreement") pursuant to which the Borrower granted to the Agent, for the benefit of the Lenders, a security interest in all of the Borrower's then owned and thereafter acquired trademarks, trademark applications and related properties, as security for the Borrower's obligations under the Original Credit Agreement and the other "Loan Documents" (as defined in the Original Credit Agreement);

D. Concurrently with the execution and delivery of the Original Credit Agreement, Brackman Brothers, Inc., formerly a Utah corporation and wholly owned subsidiary of Borrower ("Brackman"), entered into a Guaranty for the benefit of the Agent and the Lenders dated as of May 17, 1996 (the "Brackman Guaranty"), pursuant to which Brackman guaranteed all

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obligations of the Borrower to the Lenders and the Agent arising out of or in connection with the Credit Agreement and the other "Loan Documents" (as defined in the Original Credit Agreement);

E. Concurrently with its execution and delivery of the Brackman Guaranty, Brackman entered into that certain Trademark Security Agreement, dated as of May 17, 1996 (as amended by an agreement dated as of November 21, 1997, the "Brackman Trademark Security Agreement") with the Agent pursuant to which Brackman granted to the Agent, for the benefit of the Lenders, a security interest in all of Brackman's then owned and thereafter acquired trademarks, trademark applications and related properties, as security for Brackman's and Borrower's obligations and liabilities under the Original Credit Agreement and other "Loan Documents" (as defined in the Original Credit Agreement);

F. Concurrently with the execution and delivery of the Original Credit Agreement by Borrower, Baltimore Bagel Co., formerly a Delaware corporation and wholly owned subsidiary of Borrower ("Baltimore"), also entered into a Guaranty for the benefit of the Agent and the Lenders dated as of May 17, 1996 (the "Baltimore Guaranty"), pursuant to which Baltimore guaranteed all obligations of the Borrower to the Lenders and the Agent arising out of or in connection with the Credit Agreement and other "Loan Documents" (as defined in the Original Credit Agreement);

G. Concurrently with its execution and delivery of the Baltimore Guaranty, Baltimore entered into that certain Trademark Security Agreement dated as of May 17, 1996 (as amended by an agreement dated as of November 21, 1997, the "Baltimore Trademark Security Agreement," collectively with the Borrower Trademark Security Agreement and the Brackman Trademark Security Agreement, the "Existing Trademark Security Agreements") with the Agent pursuant to which Baltimore granted to the Agent, for the benefit of the Lenders, a security interest in all of Baltimore's then owned and thereafter acquired trademarks, trademark applications and related properties, as security for Baltimore's and Borrower's obligations and liabilities under the Original Credit Agreement and other "Loan Documents" (as defined in the Original Credit Agreement);

H. Subsequent to their execution and delivery of the Existing Trademark Security Agreements to which they were a party, Brackman and Baltimore were dissolved with and into the Borrower, with the Borrower succeeding to all of the assets and liabilities of Brackman and Baltimore, including, without limitation, Brackman's and Baltimore's trademarks, in each case subject to the liens and security interests of the Agent pursuant to the Existing Trademark Security Agreements to which they were parties and Brackman's and Baltimore's respective obligations under the Brackman Guaranty and the Baltimore Guaranty;

I. Pursuant to the Existing Credit Agreement, the Agent has requested that Borrower execute and deliver, and Borrower has agreed to execute and deliver, this Amended and Restated Trademark Security Agreement (the "Agreement"), to reaffirm the grants of the security interests made under the Existing Trademark Security Agreements in favor of Agent and the Lenders, and to modify certain of the terms of the Existing Trademark Security Agreements;

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H. Accordingly, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Agent hereby amend and restate each of the Existing Trademark Security Agreements as follows, with this Agreement superseding the Existing Trademark Security Agreements in their entirety, effective immediately:

1. Defined Terms.

(a) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(b) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of the Existing Credit Agreement. The Existing Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Reaffirmation and Grant of Security Interest in Trademarks. (a) As security for all obligations of Borrower under the Original Credit Agreement, the Existing Credit Agreement and other "Loan Documents" (as defined in the Existing Credit Agreement) and all obligations of its predecessors in interest, Baltimore and Brackman, under the Baltimore Guaranty and the Brackman Guaranty, respectively, and all other "Loan Documents" (as defined in the Existing Credit Agreement), in each case of every kind and description, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising (hereinafter, collectively, all "Obligations"), Borrower hereby reaffirms its previous grant, and the grant of each of its predecessors in interest, Baltimore and Brackman, pursuant to each Existing Trademark Security Agreement, of security interests in and liens on the property of Borrower described below and, to the extent not described below, all "Trademarks" under and as defined in each of the Existing Trademark Security Agreements, and (b) as security for the Obligations and as security for all "Cash Management Obligations" (as defined in that certain General Modification of Collateral Documents of even date herewith executed by Borrower, Einstein/Noah Bagel Partners, Inc. and Einstein/Noah Bagel Partners, L.P. in favor of the Agent), Borrower further grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in, lien on and collateral assignment of, all of the following property of Borrower, whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof (as such schedule may be updated from time to time hereafter pursuant to paragraph

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5), and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof (as such schedule may be updated from time to time hereafter pursuant to paragraph 5), together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. Borrower will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees, subject to paragraph 9 hereof, that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Borrower represents and warrants that, from and after the Effective Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Borrower is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Borrower to any Person other than Agent, for the benefit of the Lenders. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to use any trademarks, registered trademarks,

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trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into or become party to any new trademark license agreement or service mark license agreement, then the provisions of paragraph 3 above shall automatically apply thereto. Borrower shall give to Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Borrower hereby authorizes Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Borrower hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under paragraph 13 shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any of the Lenders to Borrower.

7. Right to Inspect; Further Assignments and Security Interests. Agent may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Borrower's ordinary business operations. From and after the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Borrower agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Required Lenders, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Required Lenders' prior and express written consent.

8. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and all of the Lenders' commitments under and with respect to the Existing Credit Agreement have been terminated. When this Agreement has terminated, Agent shall promptly execute and deliver to Borrower, at

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Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement, the Existing Credit Agreement or any other Loan Document.

9. Duties of Borrower. Borrower shall have the duty, to the extent reasonably desirable in the normal conduct of Borrower's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Borrower further agrees, to the extent reasonably desirable in the normal conduct of Borrower's business, (i) not to abandon any Trademark or License without the prior written consent of the Required Lenders, and (ii) to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary in the operation of Borrower's business. Borrower agrees to provide the Agent semi-annually with a listing of all new applications for Trademarks (including a listing of the issuance of registrations from any previous applications), all of which shall become subject to the terms and conditions of this Agreement. Borrower also agrees to provide to the Agent, on written request, duly executed documents in a form acceptable to counsel for the Agent and suitable for recording, which documents shall create a valid and enforceable security interest on behalf of the Lenders pursuant to the terms of this Agreement and the Existing Credit Agreement. Without limiting the generality of the foregoing, the Lenders shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence of an Event of Default.

10. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

11. Waivers. No amendment or modification of any provision of this Agreement shall be effective without the written agreement of Agent and Borrower, except as specifically provided in paragraph 5 hereof, and no termination or waiver of any provision of this Agreement, or consent to any departure by Borrower therefrom, shall in any event be effective without the written concurrence of Agent, which concurrence Agent shall have the right to grant or withhold at its sole discretion. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

12. Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

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13. Cumulative Remedies; Power of Attorney. Borrower hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Agent of notice to Borrower of Agent's intention to enforce its rights and claims against Borrower, to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, and (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Lenders' commitments under and with respect to the Existing Credit Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Existing Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Existing Credit Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Existing Credit Agreement and any of the other Loan Documents. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least five (5) days before such disposition; provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

14. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Borrower without the prior written consent of Agent. With respect to Borrower, successors and assigns shall include, without limitation, any receiver, trustee or debtor-in-possession of or for Borrower. The rights and benefits

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of any Secured Creditor hereunder shall, if such Secured Creditor so agrees, inure to any party acquiring any interest in the Obligations or any part thereof, subject to the provisions of the Existing Credit Agreement.

15. Governing Law. **THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS, OTHER THAN AS PROVIDED IN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK.**

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Existing Credit Agreement.

17. Captions. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and by Agent and Borrower on separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement

19. Merger; No Strict Construction. This Agreement is intended by the parties hereto to be the final, complete, and exclusive expression of the agreement among them. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EINSTEIN/NOAH BAGEL CORP.

By: Paul A. Strasen
Name: PAUL A. STRASEN
Title: SR. VICE PRESIDENT

Accepted and agreed to as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

By: Michael Brashler
Name:
Title: MICHAEL BRASHLER
Agency Officer

SCHEDULE A

U.S. Trademarks

Owner	Trademark	Serial #	Reg. #	Date Issued
Einstein/Noah Bagel Corp.	A Round Lunch in a Square Box	74/161137	2081647	07/22/97
Einstein/Noah Bagel Corp.	Bagel & Bagel	74/547132	2181665	08/18/98
Einstein/Noah Bagel Corp.	Bagel & Bagel and Design	74/545738	1918541	09/12/95
Einstein/Noah Bagel Corp.	Bagel & Bagel and Design	74/545740	1918543	09/12/95
Einstein/Noah Bagel Corp.	Bagel & Bagel Bakery & Noshery	74/644689	1992716	08/13/96
Einstein/Noah Bagel Corp.	Bagel & Bagel Bakery & Noshery and Design	74/545739	1918542	09/12/95
Einstein/Noah Bagel Corp.	Bagel & Bagel Bakery & Noshery and Design	73/821718	1613338	09/11/90
Einstein/Noah Bagel Corp.	Best Bagel on Earth	74/547131	1909610	08/01/95
Einstein/Noah Bagel Corp.	Bubbler	74/720017	2004237	10/01/96
Einstein/Noah Bagel Corp.	Chicago Bagel Dog	75/501370	2282292	09/28/99
Einstein/Noah Bagel Corp.	Curved Trapezoid Design	74/732661	2129724	01/20/98
Einstein/Noah Bagel Corp.	Curved Trapezoid Design	74/732662	2183221	08/25/98
Einstein/Noah Bagel Corp.	Double Circle Logo	75/177939	2209525	12/08/98
Einstein/Noah Bagel Corp.	Double Circle Logo	75/177941	2239308	04/13/99
Einstein/Noah Bagel Corp.	Double Circle Logo	75/177937	2253904	06/15/99
Einstein/Noah Bagel Corp.	Einstein Bros.	74/632658	2092522	09/02/97
Einstein/Noah Bagel Corp.	Einstein Bros.	75/032035	2078607	05/15/97
Einstein/Noah Bagel Corp.	Einstein Bros.	74/732660	2060493	05/13/97
Einstein/Noah Bagel Corp.	Einstein Bros.	74/732659	2146983	03/31/98
Einstein/Noah Bagel Corp.	Einstein Bros.	75/051996	2272532	08/24/99
Einstein/Noah Bagel Corp.	Einstein Bros Bagels and Circle Logo	75/177938	2211548	12/15/98
Einstein/Noah Bagel Corp.	Einstein Bros Bagels and Circle Logo	75/177945	2194140	10/06/98
Einstein/Noah Bagel Corp.	Einstein Bros. Bagels and Overall Design	75/026043	2094203	09/09/97
Einstein/Noah Bagel Corp.	Einstein's	74/701213	2051938	04/15/97
Einstein/Noah Bagel Corp.	Einstein's	74/675985	2068365	06/10/97

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Einstein/Noah Bagel Corp.	Einstein's	74/675983	2217510	01/12/99
Einstein/Noah Bagel Corp.	Einsteins and Design	74/690945	2062566	05/20/97
Einstein/Noah Bagel Corp.	Elmo Einstein	75/207123	2279701	09/21/99
Einstein/Noah Bagel Corp.	Fancy Schmancy Catering	75/553926	2287872	10/19/99
Einstein/Noah Bagel Corp.	Food for a Mind Bageling World	75/522968	2263173	07/20/99
Einstein/Noah Bagel Corp.	Little Monsters	74/001879	2013551	01/05/96
Einstein/Noah Bagel Corp.	Lucky Green Bagel	75/451784	2262673	07/20/99
Einstein/Noah Bagel Corp.	Noshos	74/690947	2053956	04/22/97
Einstein/Noah Bagel Corp.	Offerdahl's Bagel Gourmet and Design	74/532892	1896387	05/30/95
Einstein/Noah Bagel Corp.	Poppies	74/732656	2009942	10/22/96
Einstein/Noah Bagel Corp.	Powerbagels	74/690946	1987020	07/16/96
Einstein/Noah Bagel Corp.	Shining Bagel Design	74/732653	2017312	11/19/96
Einstein/Noah Bagel Corp.	Shining Bagel Logo	74/720014	2085297	08/05/97
Einstein/Noah Bagel Corp.	Shining Bagel Logo	74/720033	2078420	07/15/97
Einstein/Noah Bagel Corp.	Shining Bagel Logo	75/720015	2078419	07/15/97
Einstein/Noah Bagel Corp.	So Eat Already	75/449591	2296886	11/30/99
Einstein/Noah Bagel Corp.	The Veg-Out	74/720018	2011730	10/29/97
Einstein/Noah Bagel Corp.	Two Guys Logo	75/177989	2221551	12/15/98
Einstein/Noah Bagel Corp.	Two Guys Logo	75/177997	2221552	12/15/98
Einstein/Noah Bagel Corp.	Two Guys Logo	75/177940	2221549	12/15/98
Einstein/Noah Bagel Corp.	Veggie Confetti	74/32652	2020503	12/03/96

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Owner	Trademark	Serial #	Date Applied For
Einstein/Noah Bagel Corp.	Bagel & Bagel	74/545735	07/05/94
Einstein/Noah Bagel Corp.	Breakfast for the Bunch	75/628155	01/27/99
Einstein/Noah Bagel Corp.	Come Back for Lunch	75/864449	12/06/99
Einstein/Noah Bagel Corp.	Cool Cat	74/720016	08/25/95
Einstein/Noah Bagel Corp.	Einstein Bros.	75/051994	02/01/96
Einstein/Noah Bagel Corp.	Einstein Bros Bagels and Circle Logo	75/177333	10/07/96
Einstein/Noah Bagel Corp.	Elmo Einstein	75/176892	10/04/96
Einstein/Noah Bagel Corp.	Elmo Einstein	75/207124	10/04/96
Einstein/Noah Bagel Corp.	Man Cannot Live on Great Bagels Alone	75/193634	11/05/96
Einstein/Noah Bagel Corp.	Man Cannot Live on Great Bagels Alone	75/193497	11/05/96
Einstein/Noah Bagel Corp.	Melvyn Einstein	75/176757	10/04/96
Einstein/Noah Bagel Corp.	Melvyn Einstein	75/205946	10/04/96
Einstein/Noah Bagel Corp.	Nosh Box	75/406346	12/16/97

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Owner	Trademark	Serial #	Reg. #	Date Issued
Einstein/Noah Bagel Corp.	8 oz. Tub O'Fun	74/399,383	1,863,824	11-22-94
Einstein/Noah Bagel Corp.	Brackman Bros. Bagel Bakery	73/840,142	1,600,095	6-5-90
Einstein/Noah Bagel Corp.	Doc's Premium	74/399,103	1,859,825	10-25-94

Schedule B
to
Amended and Restated Trademark Security Agreement

Dated as of February 23, 2000

License Agreements

1. All license agreements and franchise agreements between Einstein/Noah Bagel Corp., as licensor or franchisor, and Einstein/Noah Bagel Partners, L.P., as licensee or franchisee.

2. Agreement dated October 21, 1996 between Einstein/Noah Bagel Corp. and The Hebrew University of Jerusalem, and addendum thereto dated October 22, 1996.

3. License Agreement dated June 17, 1996 between Einstein/Noah Bagel Corp. and Einstein/Noah Bagel Partners, Inc.

4. License Agreement dated November 24, 1998 between Einstein/Noah Bagel Corp. and Hyatt Corporation, as Agent of SHC Phoenix I, L.L.C. and SHC Phoenix II, L.L.C., d/b/a Hyatt Regency Phoenix.

STATE OF COLORADO)
) SS
COUNTY OF Jefferson)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 23rd day of Feb. 2000, by P.Strasen, a Sr. VP of Einstein/Noah Bagel Corp., a Delaware corporation, on behalf of such corporation.

JULIE R. RIGAZIO
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 09/14/2002

Notary Public
Jefferson County, Colorado
My commission expires:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 29th day of ~~January~~ February 2000, by Michael Brachlen, an officer of Bank of America, N.A., a national banking association, on behalf of such banking association.

"OFFICIAL SEAL"
MARIA PAGGAO
Notary Public, State of Illinois
My Commission Expires 12-31-2000

Maria L. Paggao
Notary Public
Cook County, Illinois
My commission expires: 12/31/2000