

10-04-2000

RECORDATIC  
TRADEI



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

Submission Type

- New 8-22-00
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- 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  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving

Mark if additional names of receiving parties

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

09/07/2000 BYTME 0000058 7523963

10/03/2000 BYTME 0000059 7523963

01 FC:481  
02 FC:482

01 FC:481  
02 FC:482

40.00 OP  
50.00 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  
TRADEMARK  
REEL: 002151 FRAME: 0389

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)**

<input type="text" value="75230963"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2135648"/>	<input type="text" value="2146117"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees:

Yes  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.

G.J. Chapman, Jr.

Name of Person Signing

Signature

8/17/00

Date Signed

## SECURITY AGREEMENT (TRADEMARKS)

This Security Agreement (Trademarks) ("this Assignment") is made by Julian's Cheesecakes, Inc., a Massachusetts corporation ("Assignor") having a place of business at 27 Drydock Avenue, 8th Floor, Boston MA 02210, in favor of Mellon Bank, N.A. ("Assignee") having a place of business at One Boston Place, Boston MA 02108.

1. Recitals. Assignor is the owner of all right, title and interest, in and to the trademarks and the trade names, and the registrations and applications for registration thereof, listed and described in Schedule A attached hereto ("Trademarks" and "Trade Names"). Assignee, for the benefit of itself, its successors and assigns, subject to the terms and agreements contained herein, has a security interest in substantially all of the assets of Assignor and is desirous of acquiring by this Assignment a security interest in the entire right, title and interest of Assignor in and to the Trademarks and Trade Names together with all of the goodwill of the business in connection with which such Trademarks and Trade Names are used.

2. Assignment. As security for the payment and performance of the Obligations, the Assignor does hereby sell, assign and transfer to the Assignee the entire right, title and interest it holds and hereafter may acquire in and to the Trademarks and Trade Names, together with all of the goodwill of the business in connection with which the Trademarks and Trade Names are used, and in and to any divisionals, renewals and continuations thereof, including: (i) all priority rights arising therefrom, (ii) all claims for damage by reason of infringement of any such Trademarks and Trade Names, and (iii) any and all proceeds of the Trademarks and Trade Names, including personal property purchased with cash proceeds, to be held and enjoyed by said Assignee, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

3. Further Assurances. Assignor hereby agrees to execute and sign, without further consideration, any other legal document and any other assignments, affidavits or applications in and for all Trademarks and Trade Names, and to do all other acts that may reasonably be deemed necessary by the Assignee fully to secure to the Assignee its interests as aforesaid in and to said applications or any part thereof and in and to the Trademarks or Trade Names or any of them. Assignor further covenants and agrees that it will at any time upon the reasonable request of Assignee, communicate to the Assignee, its successors, assigns or other legal representatives, any facts known to it relating to the Trademarks or Trade Names and any applications therefor, and will testify as to the same in any interference or litigation when requested to do so. Assignor further covenants and agrees that the Commissioner of Patents of the United States and the appropriate officer of all other jurisdictions are hereby authorized and requested to issue any certificate of registration which may be granted on any application for registration of the Trademarks or Trade Names to the Assignee in accordance with the terms of this

instrument.

4. Encumbrances. Assignor does hereby covenant for itself and its legal representatives that it has not previously assigned, mortgaged or permitted any lien or encumbrance to exist with respect to any Trademark or Trade Name which has not been reassigned to Assignor or discharged, or granted any license to use the same, and that in connection therewith, Assignor will not henceforth assign, license, mortgage, encumber or execute any instrument to that effect without the prior written consent of Assignee.

5. Reassignment. Notwithstanding any terms herein to the contrary, it is understood that this Assignment is given to secure the payment of any and all liabilities of Assignor to the Assignee, direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising (all hereinafter called the "Obligations"). It is further understood that upon payment in full of the Obligations, the Assignee shall reassign without recourse to Assignor all interest in the Trademarks and Trade Names that the Assignee received pursuant to this Assignment.

IN WITNESS WHEREOF, the Assignor acting through its duly-authorized officer has hereunto set his or her hand and seal this 4<sup>th</sup> day of August, 2000.

JULIAN'S CHEESECAKES, INC.

By Laura B. Trust, VP

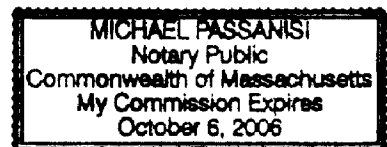
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

August 4, 2000

Then, personally appeared the above-named Laura B. Trust, a Vice President of the Assignor named in the foregoing Assignment and acknowledged such Assignment to be the free act and deed of such Assignor.

Michael Passanisi  
Notary Public  
My commission expires:



Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Jurisdictions Where Registered</u>	<u>Registration Number</u>
The One to Top	United States	2135648
Finagle A Bagel	United States	2146117
		1913573
	Canada	479851
	Europe	266734

Trademarks Pending

<u>Trademark</u>	<u>Jurisdiction Applied To</u>	<u>Application Number</u>
Design only	United States	75230963

**Design Phrase:** THE MARK CONSISTS OF THE DISTINCTIVE CONFIGURATION OF A BAGEL SHOP COUNTER, COMPRISING A BAGEL CUTTING SAW, A CONVEYER SYSTEM, AND CLEAR PLASTIC PROTECTIVE COVERINGS

