

03-05-2001



To the Honorable Commissioner of Patent

101626287

had original documents or copy hereof.

1. Name of conveying party(ies):

BNP PARIBAS (as successor to Paribas)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Collateral Agent

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

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

Address: 19 FID Kennedy Avenue
Boston, MA 02110

- Individual(s) citizen
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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) & addresses attached? Yes No

3. Nature of conveyance:

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

Execution Date: December 6, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,146,927 and 9 others

Additional Numbers attached? Yes No

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

Name: Patrick Boisson

Internal Address: Fross Zelnick Lehrman & Zissu, P.C.

Street Address: 866 United Nations Plaza

City: New York State: NY Zip: 10017

6. Total number of applications and registration involved: 10

7. Total fee (37 CFR 3.41) \$ 265

- Enclosed
- Authorized to be charged to deposit account (Only if total fee is not sufficient)

8. Deposit account number:

23-0825-0576900

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

03/02/2001 DBYRNE 00000162 2146927

01 FC:481

44.00 DP

02 FC:482

225.00 DP

DO NOT USE THIS SPACE

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.

Patrick Boisson
Name of Person Signing

Boisson
Signature

Date

Total number of pages comprising cover sheet:

TRADEMARK
REEL: 002244 FRAME: 0241

SCHEDULE A

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

MARK NAME	APPLICANT NUMBER	REGISTRATION NUMBER	FILING DATE	ISSUE DATE
MOCHA BLAST	74/548,238	2,146,927	7-13-94	3-31-98
CHOICES FROM AU BON PAIN	75/501,176	2,004,703	3-14-94	10-1-96
AU BON PAIN	74/287,859	1,757,444	6-24-92	3-9-93
AU BON PAIN THE FRENCH BAKERY CAFE	73/370,488	1,289,415	6-21-82	8-7-84
AU BON PAIN	73/184,356	1,134,895	9-1-78	5-6-80
AU BON PAIN	73/390,214	1,270,374	9-27-82	3-13-84
AU BON PAIN THE BAKERY CAFE	75/263,481	2,203,593	3-25-97	11-17-98
Miscellaneous Design	75/257,481	2,139,010	3-14-97	2-24-98
AU BON CAFE	75/148,583	2,138,338	8-12-96	2-24-98
CHOICES AU BON PAIN	75/075,040	2,040,393	3-19-96	2-25-97

**TRADEMARK
REEL: 002244 FRAME: 0242**

TRADEMARK RELEASE

This Release granted on this 6th day of December, 2000, by BNP PARIBAS (as successor to Paribas), as Collateral Agent ("Collateral Agent"), to ABP Corporation (successor in interest to ABP Holdings, Inc.), a Delaware corporation as follows:

WITNESSETH

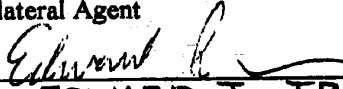
WHEREAS, the Assignor has heretofore granted to the Collateral Agent a security interest in certain U.S. Trademarks, trademark registrations and trademark applications more particularly set forth on Schedule A attached hereto (the "Trademarks") to secure the Obligations (as defined in the Security Agreement, dated May 12, 1999, between the Collateral Agent and the Assignor (the "Security Agreement")); and

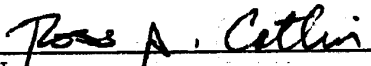
WHEREAS, the Collateral Agent wishes to release and restore all right, title and interest in and to the Trademarks to the Assignor and to dissolve any and all Liens and encumbrances respecting the Trademarks shown on the attached Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases, discharges, quit claims and relinquishes unto the Assignor any and all right, title and interest in and to the Trademarks, and more particularly, the security interest in the trademarks, trademark registrations and trademark applications as set forth on Schedule A hereto, granted to Collateral Agent by the Assignor by the Security Agreement, which Assignment was duly recorded on September 29, 1999 at Trademark Reel 1969, Frame 0406 in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer,
has caused this instrument to be executed under seal on the date first written above.

BNP PARIBAS,
as Collateral Agent

By 
Name: EDWARD T. IRWIN
Title: MANAGING DIRECTOR

By 
Name: Ross A. Catlin
Title: Vice President

[#rv01.doc]

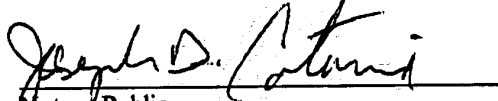
TRADEMARK
REEL: 002244 FRAME: 0244

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 8th day of December, 2000, before me personally appeared EDWARD T. IRWIN, to me known who, being by me duly sworn, did depose and say that he/she is MANAGING DIRECTOR of BNP PARIBAS described herein and which executed the foregoing instrument and that he/she signed his name thereto pursuant to the authority granted by BNP PARIBAS.


Notary Public

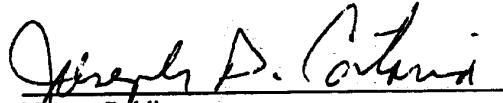
JOSEPH D. CATARINA
NOTARY PUBLIC, State of New York
No. 31-488080
Qualified in New York County
Commission Expires June 1, 2001

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 5th day of December, 2000, before me personally appeared ROSS A. CATLIN, to me known who, being by me duly sworn, did depose and say that he/she is VICE PRESIDENT of BNP PARIBAS described herein and which executed the foregoing instrument and that he/she signed his name thereto pursuant to the authority granted by BNP PARIBAS.



Notary Public

JOSEPH D. CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, 2001