

04-12-2001

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RECORDED FOR COVER SHEET

CANCELLED

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

1. Name of conveying party: Fleischer's Bagels LLC 1688 N.Wayneport Road Macedon, NY 14502 [X] Limited Liability Company organized under the laws of the State of New York	2. Name and address of receiving party: IBJ Whitehall Bank & Trust Company as Administrative Agent One State Street New York, NY 10004 [X] Corporation of New York
3. Nature of conveyance: Security Agreement Execution Date: March 2, 2001	4. Trademark Registration No.: <u>2,191,953</u>
5. Name and address of party to whom correspondence concerning document should be mailed: Kristen E. Mollnow, Esq. Nixon Peabody LLP Clinton Square Post Office Box 31051 Rochester, New York 14603	6. Total number of Registrations involved: 1
7. Total fee (37 CFR 3.41) \$40 [X] \$40 Check is enclosed.	8. Deposit Account Number: 14-1138 [X] Charge any additional fees to account.

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DO NOT USE THIS SPACE

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

Kristen E. Mollnow
Kristen E. Mollnow

March 29, 2001
Date

[Total number of pages including Cover Sheet and Security Agreement: 4]

TRADEMARK SECURITY AGREEMENT – SHORT FORM

TRADEMARK SECURITY AGREEMENT dated March 2, 2001 made by Fleischer's Bagels LLC, a New York limited liability company having its principal place of business at 1688 North Wayneport Road, Macedon, New York 14502 (the "**Grantor**"), in favor of IBJ Whitehall Bank & Trust Company ("**IBJW**"), having its principal place of business at One State Street, New York, New York 10004, as the administrative agent and the collateral agent (together with any successor thereto, the "**Grantee**") for the Lender Parties and the other Secured Parties (each as defined in the Credit Agreement referred to below).

The Grantor is party to the Credit Agreement dated March 2, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the banks, financial institutions and other institutional lenders from time to time party thereto, IBJW, as Initial Issuing Bank thereunder, and the Grantee. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor and the Grantee entered into a Security Agreement dated March 2, 2001 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") with the other grantors party thereto, pursuant to which the Grantor has granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (the "**Trademark Collateral**") and the goodwill of the business symbolized thereby.

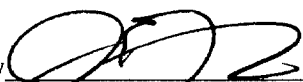
The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

FLEISCHER'S BAGELS LLC

By 
 Name: JOHN F. DUWAIR, JR.
 Title: PRESIDENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 2nd day of March, 2001, before me personally came John F. Sunkos, Jr. to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the President of FLEISCHER'S BAGELS LLC, a New York limited liability company, and that he/she has executed the foregoing instrument and that he/she had the authority to sign the foregoing instrument, and he/she acknowledged to me that he/she executed the foregoing instrument as the act and deed of said entity for the uses and purposes therein mentioned.

Julianne A. Deibelbeck
Notary Public

My Commission Expires:
Julianne A. Deibelbeck
Notary Public, State of New York
Qualified in Monroe County
No. 020E6022152
Commission Expires March 29, 2001

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TRADEMARK COLLATERAL

Trademark: Fleischer's Bagels

Jurisdiction
of Registration: United States Patent and Trademark Office

Registration #: 2,191,953

Date of Registration: September 29, 1998

Trademark was registered by Fleischer's Bagels, Inc. Such trademark has been assigned to Fleischer's Bagels LLC. Accordingly, Fleischer's Bagels trademark will be registered in Fleischer's Bagels LLC's name subsequent to the date of this Agreement.