

12-26-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RE



101924857

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

The Noodle Shop Co.

12/19/01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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: October 18, 2001

2. Name and address of receiving party(ies)

Name: AnchorBank, fsb

Internal

Address: 6th Floor

Street Address: 25 West Main Street

City: Madison State: WI Zip: 53703

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other federal stock saving & loan association

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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s) 76/230,481;  
76/229,964; 76/248,151; 76/230,482;  
76/230,756; 76/026,711; 76/229,966;  
76/248,150; 76/248,154; 76/248,153;  
76/229,965; 76/248,152

B. Trademark Registration No.(s)

2,141,888

Additional number(s) attached  Yes  No

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

Name: AnchorBank, fsb

Internal Address: 6th Floor

Attn: Daniel Nichols

Street Address: 25 West Main Street

City: Madison State: WI Zip: 53703

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) ..... \$ 340

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

**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.

Richard E. Petershack

Name of Person Signing

Richard E. Petershack

Signature

10/24/01

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

12/21/2001 TDIAZ1 00000122 76229964

01 FC:481  
02 FC:482

40.00 DP  
300.00 DP

**TRADEMARK**  
**REEL: 002412 FRAME: 0306**

## GRANT OF SECURITY INTEREST IN TRADEMARKS/SERVICEMARKS

FOR VALUE RECEIVED, the undersigned Assignor hereby grants a security interest in all of its right, title and interest in and to the trademarks/servicemarks described on Exhibit A which is attached hereto and made a part hereof (in either event, herein referred to as the "Mark") as the same now exist is or is hereafter applied for or registered together with the goodwill of the business commonly known as Noodles & Company (the "Collateral"), to AnchorBank, fsb ("Lender").

The undersigned hereby warrants and represents that there are no assignments of the Collateral prior or superior to this assignment.

This assignment is given as additional security for the payment of the obligations of the undersigned, or certain of them, under the following (together, the "Obligations"):

1. Term Loan Agreement of even date herewith by and between The Noodle Shop, Co. d/b/a Noodles & Company, a Colorado corporation ("Noodles"), the Noodle Shop, Co. - Illinois, Inc., an Illinois corporation ("Noodles-IL"), the Noodle Shop, Co. - Minnesota, Inc., a Minnesota corporation ("Noodles-MN"), the Noodle Shop, Co. - Wisconsin, Inc., a Wisconsin corporation ("Noodles-WI"), the Noodle Shop, Co. - Maryland, Inc., a Maryland corporation ("Noodles-MD"), the Noodle Shop, Co. - District of Columbia, Inc., a District of Columbia corporation ("Noodles-DC"), the Noodle Shop, Co. - Virginia, Inc., a Virginia corporation ("Noodles-VA"), and the Noodle Shop, Co. - Colorado, Inc., a Colorado corporation ("Noodles-CO") (the "October 2001 Loan Agreement"), and Lender;
2. Master Note of even date herewith given by Borrower to Lender (the "October 2001 Note");
3. Business Note issued by Noodles to Lender under date of February 13, 1997, in the original amount of \$300,000 (the "1997 Note");
4. Term Loan Agreement dated August 19, 1999, by and between Noodles and Lender (the "1999 Loan Agreement");
5. Master Note given by Noodles to Lender dated August 19, 1999, in the original principal amount of \$2,500,000.00 (the "1999 Note");
6. Term Loan Agreement by dated January 12, 2001, by and between Noodles, Noodles-IL, Noodles-MN and Noodles-WI, as borrower, and Lender (the "January 2001 Loan Agreement"); and
7. Master Note dated January 12, 2001, given by Noodles, Noodles-IL, Noodles-MN and Noodles-WI, as borrower, to Lender in the original amount of \$2,500,000 (the "January, 2001 Note");

and a default under the terms thereof or under any and all other documents executed in connection therewith or relating thereto (together, the "Loan Documents") shall be deemed, at the option of Lender, to be a breach of the terms hereof.

The undersigned hereby irrevocably appoints Lender its true and lawful attorney (with or without taking possession of the Collateral) to act upon an event of default under the Loan Documents under such Collateral upon such terms and conditions in Lender's discretion as Lender may determine, with the same rights, powers and benefits as the undersigned would have under such Collateral.

Lender shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur under the Loan Documents, or any documents executed in connection therewith or relating thereto, and the same shall remain uncured following the expiration of any cure period set forth therein. So long as no event of default under the Loan Documents has occurred, Assignor shall have the exclusive right to use the Collateral and Lender shall have no right to use the Collateral or issue any license with respect thereto, or assign, pledge or otherwise transfer title in the Collateral to anyone else.

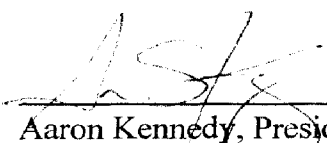
Lender shall not be obligated to perform or discharge any obligation, duty or liability under any Collateral and the undersigned hereby agrees to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Collateral under or by reason of this assignment except for such liability, loss or damage arising directly from Lender's gross negligence or willful misconduct.

This assignment shall be construed in accordance with the laws of the State of Wisconsin. This assignment shall inure to the benefit of Lender and its successors and assigns and shall bind the undersigned and its successors and assigns. As used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

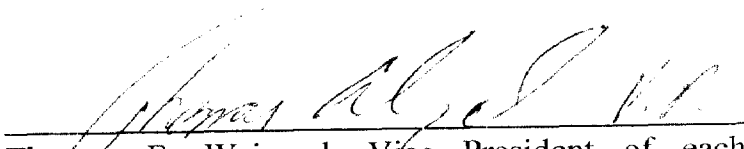
IN WITNESS WHEREOF, the undersigned has caused the above assignment to be executed as of the 18<sup>th</sup> day of October, 2001, in Madison, Wisconsin.

("Assignor")

The Noodle Shop, Co. d/b/a Noodles & Company, a Colorado corporation, the Noodle Shop, Co. - Illinois, Inc., an Illinois corporation, the Noodle Shop, Co. - Minnesota, Inc., a Minnesota corporation, the Noodle Shop, Co. - Wisconsin, Inc., a Wisconsin corporation, the Noodle Shop, Co. - Maryland, Inc., a Maryland corporation, the Noodle Shop, Co. - District of Columbia, Inc., a District of Columbia corporation, the Noodle Shop, Co. - Virginia, Inc., a Virginia corporation, and the Noodle Shop, Co. - Colorado, Inc., a Colorado corporation

By:   
Aaron Kennedy, President of each corporation

Attest:

  
Thomas F. Weigand, Vice President of each corporation

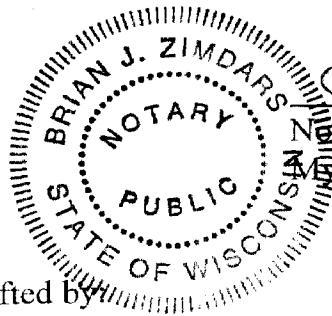
(ACKNOWLEDGMENT ON NEXT PAGE FOLLOWING)


ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On this 18<sup>th</sup> day of October, 2001, before me personally appeared Aaron Kennedy and Thomas F. Weigand, the President and Vice President, respectively, of each of The Noodle Shop, Co. d/b/a Noodles & Company, a Colorado corporation, the Noodle Shop, Co. - Illinois, Inc., an Illinois corporation, the Noodle Shop, Co. - Minnesota, Inc., a Minnesota corporation, the Noodle Shop, Co. - Wisconsin, Inc., a Wisconsin corporation, the Noodle Shop, Co. - Maryland, Inc., a Maryland corporation, the Noodle Shop, Co. - District of Columbia, Inc., a District of Columbia corporation, the Noodle Shop, Co. - Virginia, Inc., a Virginia corporation, and the Noodle Shop, Co. - Colorado, Inc., a Colorado corporation, who acknowledged themselves to be such officers of such corporations, to me known to be the persons who executed the foregoing assignment on behalf of and by the authority of such corporations and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
commission: June 22, 2003

This instrument was drafted by  
Richard E. Petershack, Esq.  
Axley Brynelson, LLP  
Post Office Box 1767  
Madison, WI 53701-1767

Following filing, please return to drafter.

**THE NOODLE SHOP CO.**  
**Status Chart**

<i>Service Mark</i>	<i>(Application No.) Registration No.</i>	<i>(Application Date) Registrations Date</i>	<i>Remarks</i>	<i>Status</i>
NOODLES & COMPANY & Design	2,141,888	03/10/98	REGISTERED Section 8 & 15 due: 03/10/04	®
EVERY GUEST, EVERY BOWL, EVERY TIME	(76/230,481)	(06/23/01)	PENDING Response to Office Action due: 02/06/02	SM
GLOBAL NOODLE SHOP	(76/229,964)	(03/23/01)	PENDING Response to Office Action due: 2/08/02	SM
JAPANESE PAN NOODLES	(76/248,151)	(04/05/01)	PENDING Response to Office Action due: 02/28/02	SM
KNOW YOUR NOODLE	(76/230,482)	(03/23/01)	PENDING Response to Office Action due: 02/13/02	SM
NOODLES & COMPANY	(76/230,756)	(03/23/01)	PENDING	SM
NOODLES & COMPANY & Design	(76/026,711)	(04/14/00)	PENDING Response to Office Action due: 01/03/02	SM
PASTAFARIANS REJOICE	(76/229,966)	(03/23/01)	PENDING Response to Office Action due: 02/08/02	SM
PESTO CAVATAPPI	(76/248,150)	(04/05/01)	PENDING Response to Office Action due: 02/22/02	SM

PUDDIN' COOKIE	(76/248,154)	(04/05/01)	PENDING Response to Office Action due: 02/22/02	SM
STONE OVEN FLATBREAD	(76/248,153)	(04/05/01)	PENDING Response to Office Action due: 02/24/02	SM
WICKED GOOD.	(76/229,965)	(03/23/01)	PENDING Response to Office Action due: 02/06/02	SM
WISCONSIN MAC & CHEESE	(76/248,152)	(04/05/01)	PENDING Response to Office Action due: 02/28/02	SM