

02-13-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



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

101981515

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

1. Name of conveying party(ies):
Blimpie International, Inc. **1-25-02**

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

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

2. Name and address of receiving party(ies)
Name: The Provident Bank
Internal Address: Seventh Floor
Street Address: One East Fourth Street
City: Cincinnati State: OH Zip: 45202

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Ohio Banking Corporation

If assignee is not dom ciled 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 01/24/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/108,005;
76/108,003; 75/496,764; 75/315,161

B. Trademark Registration No.(s) 2,070,269;
2,430,333

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Glenn R. Wilson
Internal Address: Squire, Sanders & Dempsey LLP
Street Address: 4900 Key Tower
127 Public Square
City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature
02/13/2002 ANNED1 00000003 76108005
01 FC:481 40.00 OP
02 FC:482 150.00 OP
Glenn R. Wilson
Name of Person Signing

Signature
01/25/2002
Date

39

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002442 FRAME: 0321

RECORDATION FORM COVER SHEET – ATTACHMENT

CONTINUATION OF SECTION 4 (A) – TRADEMARK APPLICATION NO.(s)

75/370,040

PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 24th day of January, 2002, by SANDWICH ACQUISITION CORP., a New Jersey corporation ("SAC"), BLIMPIE INTERNATIONAL, INC., a Delaware corporation, and MAUI TACOS INTERNATIONAL, INC., a Georgia corporation, (collectively, the "Debtors") in favor of THE PROVIDENT BANK, as agent (in such capacity, the "Agent") for the benefit of the "Lenders" (as defined therein) from time to time party to that certain Loan Agreement dated as of the date hereof by and among SAC, as borrower, X2Y1, Inc., as guarantor ("Guarantor"), the Agent and the Lenders from time to time party thereto, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement").

All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement.

WITNESSETH:

WHEREAS, SAC, Guarantor, the Agent and the Lenders are concurrently herewith entering into the Loan Agreement; and

WHEREAS, as a condition precedent to the Lenders entering into the Loan Agreement, the Lenders have required that Debtors execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders; and

WHEREAS, in order to induce the Lenders to enter into the Loan Agreement, Debtors have agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreements dated as of the date hereof and executed by Debtors in favor of the Agent pursuant to which Debtors have granted to the Agent for the ratable benefit of the Lenders a security interest in and lien on, among other things, all accounts, inventory, documents, instruments, chattel paper, general intangibles (including, without limitation, goodwill, patents, trademarks and licenses), machinery, equipment, investment property, books and records, all whether now owned or hereafter acquired by Debtors and all cash and non-cash proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby covenant and agree with the Agent as follows:

1. Grant of Security Interest. For value received, Debtors hereby grants the Agent for the ratable benefit of the Lenders a security interest in and lien on all of Debtors' right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A and Schedule B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule C attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to as the "Trademarks");

(c) the license(s) listed on Schedule D attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between any Debtor and any other Person, whether such Debtor is licensor or licensee (all of the foregoing license agreements and such Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtors' business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, reasonable collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, indemnity obligations) of Debtors to the Agent and/or any Lender evidenced by or arising under or in respect of this Agreement and/or any of the other Loan Documents and (iii) any and all reasonable costs of collection, including, without limitation, Attorneys' Fees incurred by the Agent and/or any Lender in connection with the occurrence of a Default or an Event of Default under the Loan Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Agent and/or any Lender in connection with bankruptcy or insolvency proceedings relating to or affecting this Agreement (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Debtors. Debtors hereby represent and warrant to the Agent, and covenant and agree with the Agent, that except as set forth on Schedule 5.10 of the Loan Agreement:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Debtors' knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third Person;

(d) no claims for patent infringement have been commenced in connection with any of the Patents;

(e) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(f) each Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the applicable Patents, Trademarks and Licenses, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by any Debtor not to sue third Persons, excluding only Permitted Liens;

(g) each Debtor has the unqualified right to enter into this Agreement and perform its terms;

(h) Debtors have used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(i) each Debtor has the exclusive, royalty-free right and license to use the applicable Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement, other than in accordance with the Loan Agreement; and

(j) no Debtor has notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

3. Inspection Rights; Product Quality. Each Debtor will permit inspection of such Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by the Agent and each Lender during normal business hours and at other reasonable times following one (1) Business Day's notice thereof from Agent. Debtors will jointly and severally reimburse the Agent and each Lender upon demand for all reasonable costs and expenses incurred by Agent or any Lender in connection with any such inspection conducted by the Agent or any Lender while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of Debtors may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Each Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Agent, upon the Agent's reasonable request from time to time, with a certificate of any officer of such Debtor certifying such Debtor's compliance with the foregoing.

4. Further Assurances. Each Debtor hereby agrees that, unless and until (a) all of the Secured Obligations shall have been paid in full, (b) no Lender shall have any further commitment or obligation to make any loans or advances or other extensions of credit to Debtor under the Loan Agreement or any of the other Loan Documents, and (c) the Loan Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Requisite Lenders, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with such Debtor's obligations under this Agreement, the Loan Agreement or any of the other Loan Documents and each Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Each Debtor further agrees that at any time and from time to time, at the expense of such Debtor, such Debtor will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that the Agent or any Lender may reasonably request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks and Licenses. If any Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed the Agent, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and such Debtor shall give the Agent prompt written notice thereof.

6. Modification by Agent. Debtors hereby irrevocably authorize the Agent to modify this Agreement by amending Schedules A, B, C, and/or D to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Default or Event of Default under the Loan Agreement has occurred and is continuing, Debtors may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by such Debtor, for such Debtor's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code and/or other applicable law as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtors associated therewith) and/or Licenses, or any interest which any Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as the Requisite Lenders may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtors at least ten (10) Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which each Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of any Debtor, which right is hereby waived and released. Each Debtor agrees that upon the occurrence and continuance of any Default or Event of Default, the use by the Agent and/or any Lender of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from the Agent and/or any Lender to Debtor. If a Default or an Event of Default under the Loan Agreement shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Lenders, as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, each Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement and such Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights

under this Agreement. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) SAC shall have indefeasibly paid all of the Secured Obligations in full, and (b) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and the Agent shall execute and deliver to Debtors all instruments as may be necessary or proper to extinguish the Agent's security interest in and lien on the Patents, Trademarks and Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement. If claim is ever made on the Agent or any Lender for repayment or recovery of any amount or amounts received by the Agent or any Lender in payment or on account of any of the Secured Obligations (including payment under a guaranty or from application of collateral) and the Agent or any Lender repays all or part of said amount by reason of (a) any judgment, decree or order of any court or administrative body having jurisdiction over the Agent or any Lender or any property of the Agent or any Lender or (b) any settlement or compromise of any such claim effected by the Agent or any Lender with any such claimant (including, without limitation, any Debtor), then and in such event each Debtor agrees that any such judgment, decree, order, settlement or compromise shall be binding on such Debtor, notwithstanding any cancellation of any note or other instrument or agreement evidencing such Secured Obligations or of this Agreement, and this Agreement shall continue to be effective or be reinstated, as the case may be, and shall secure the payment of the amount so repaid or recovered to the same extent as if such amount had never originally been received by the Agent or any Lender. This Agreement shall continue to be effective or be reinstated, as the case may be, if (a) at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by the Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Debtor or otherwise, all as though such payment had not been made or (b) this Agreement is released in consideration of a payment of money or transfer of property or grant of a security interest by any Debtor or any other person or entity and such payment, transfer or grant is rescinded or must otherwise be returned by the Agent or any Lender upon the insolvency, bankruptcy or reorganization of such person or entity or otherwise, all as though such payment, transfer or grant had not been made.

10. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, Attorneys' Fees incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtors on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of the Default Rate or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtors.

11. Preservation of Patents, Trademarks and Licenses. Debtors shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, as is commercially reasonable (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtors' obligations under this Section 11 shall be borne by Debtors.

12. Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtors hereby authorize and empower the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its reasonable discretion, as such Debtor's true and lawful agent and attorney-in-fact, with the power to endorse the applicable Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtors hereby ratify all that such agent or 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 for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtors and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtors and the Agent and consented to by the Requisite Lenders, except as provided in Paragraph 6 above.

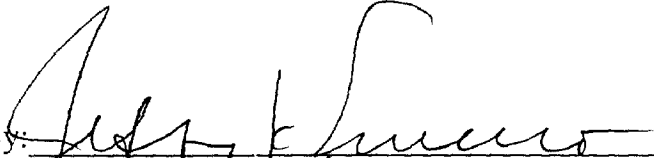
16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtors may not assign or delegate any of their rights or obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Ohio (without reference to conflict of law principles).

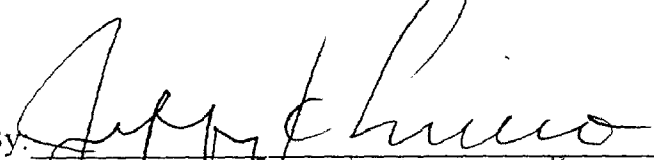
IN WITNESS WHEREOF, Debtors and the Agent have executed this Patent, Trademark and License Security Agreement as of the date first written above.

THE DEBTORS:

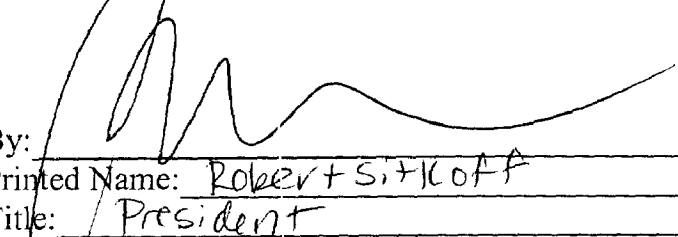
SANDWICH ACQUISITION CORP.

By: 
Printed Name: Jeffrey K. Endervelt
Title: President

BLIMPIE INTERNATIONAL, INC.

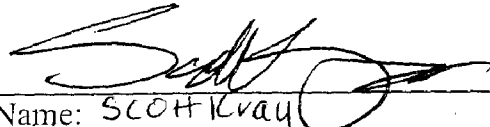
By: 
Printed Name: Jeffrey K. Endervelt
Title: President

MAUI TACOS INTERNATIONAL, INC.

By: 
Printed Name: Robert S. Koff
Title: President

Accepted this 24th day of January, 2002.

THE PROVIDENT BANK, as Agent (the "Agent")

By: 
Printed Name: SCOTT KRAY
Title: Vice President

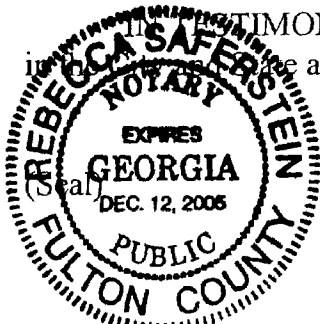
Library: Cincinnati; Document #: 13000v6

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA)
) SS.
CITY OF Atlanta)

On this 24th day of January, 2002, before me personally appeared Jeffrey Endersvelt, who, being by me duly sworn, did say that he is the President of Sandwich Acquisition Corp., a New Jersey corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Georgia at the place aforesaid, the day and year first above written.



[Signature]
Notary Public

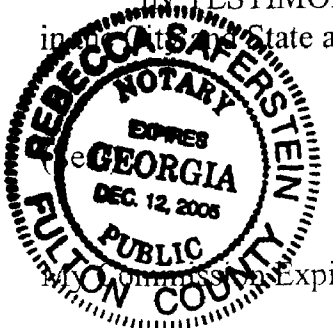
My Commission Expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA)
) SS.
CITY OF Atlanta)

On this 24th day of January, 2002, before me personally appeared Jeffrey Endersvelt, who, being by me duly sworn, did say that he is the President of Blimpie International, Inc., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State of Georgia at the place aforesaid, the day and year first above written.



[Signature]
Notary Public

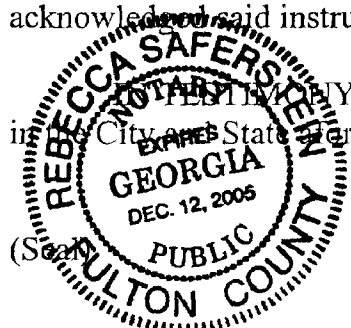
My Commission Expires: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA)
) SS.
CITY OF Atlanta)

On this 24th day of January, 2002, before me personally appeared Robert Sitkoff
_____, who, being by me duly sworn, did say that he is the President
_____ of Maui Tacos International, Inc., a Georgia corporation, and that said instrument was
signed on behalf of said corporation by authority of its Board of Directors; and said officer
acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the City of _____ State of _____, the day and year first above written.



[Handwritten Signature]

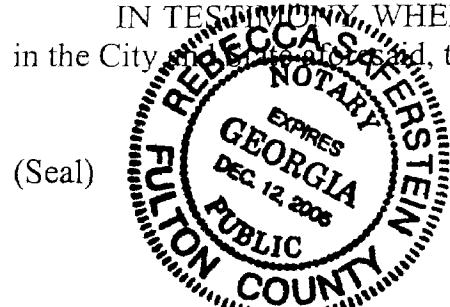
Notary Public

My Commission Expires: _____

STATE OF GEORGIA)
) SS.
CITY OF Atlanta)

On this 24th day of January, 2002, before me personally appeared Scott Kray
_____, who, being by me duly sworn, did say that he is Vice President
_____ of The Provident Bank., an Ohio banking corporation, and that said instrument was signed on
behalf of said corporation by authority of its Board of Directors; and said officer acknowledged
said instrument to be the free act and deed of said corporation, as Agent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the City of _____ State of _____, the day and year first above written.



[Handwritten Signature]

Notary Public

My Commission Expires: _____

SCHEDULE A

United States Patents

None.

SCHEDULE B

United States Patent Applications

None.

SCHEDULE C

United States Trademarks and Trademark Applications

Trademark No.

Date Issued

Description

Blimpie International, Inc.
U.S. Federal Trademarks/Service Marks

Trademark/ Service Mark	Applicant/Registrant	Class(es)	Appl. No./ Reg. No.	Appl. Date/ Reg. Date	Status
AMERICA'S BEST DRESSED SANDWICH	International Blimpie Corporation*	42	1,455,831	9/1/87	Registered
BLIMPIE	Blimpie International, Inc. and Metropolitan Blimpie, Inc.	18, 25	2,172,835	7/14/98	Registered
BLIMPIE	Blimpie International, Inc. and Metropolitan Blimpie, Inc.	29, 30	2,195,438	10/13/98	Registered
BLIMPIE	Blimpie International, Inc., a Delaware corporation,** and Metropolitan Blimpie, Inc.	30, 42	1,256,296	11/1/83	Registered
BLIMPIE and Design	Blimpie International, Inc. and Metropolitan Blimpie, Inc.	30, 42	1,221,085	12/21/82	Registered
BLIMPIE BEST	Blimpie International, Inc., a Delaware corporation,** and Metropolitan Blimpie, Inc.	30	2,011,843	10/29/96	Registered
BLIMPIE SUBS & SALADS and Design	Blimpie International, Inc., a Delaware corporation,** and Metropolitan Blimpie, Inc.	42	2,007,989	10/15/96	Registered
BLIMPIE SUBS & SALADS and Design	Blimpie International, Inc., a Delaware corporation,** and Metropolitan Blimpie, Inc.	29, 30	2,120,796	12/16/97	Registered
IT'S A BEAUTIFUL THING	Blimpie International, Inc., a Delaware corporation**	42	2,070,269	6/10/97	Registered
SIMPLY BLIMPIE and Design	Blimpie International, Inc.	18, 25, 29, 30, 42	76/108,005	8/11/00	Pending

CORP/854744.1

TRADEMARK
REEL: 002442 FRAME: 0336

SIMPLY BLIMPIE and Design	Blimpie International, Inc.	18, 25, 29, 30, 42	76/108,003	8/11/00	Pending
USA BORDER CAFE and Design	International Blimpie Corporation*	42	73/616,302	8/25/86	Pending

* = Blimpie International, Inc. is the owner of the trademark, but the trademark is still registered or applied for, as the case may be, in the name of International Blimpie Corporation (a former name of Blimpie International, Inc.) at the United States Patent and Trademark Office.

** = Blimpie International, Inc., a *Delaware* corporation, is the owner of the trademark, but the trademark is still registered in the name of Blimpie International, Inc., a *New Jersey* corporation, at the United States Patent and Trademark Office.

CORP/854744.1

TRADEMARK
REEL: 002442 FRAME: 0337

Blimpie International, Inc.
Foreign Trademarks

Country	Trademark	Applicant/ Registrant	Class(es)	Appl. No./ Reg. No.	Appl. Date/ Reg. Date	Status
Anguilla	BLIMPIE	Blimpie (Anguilla) Associates	39, 42	2698	3/28/96	Registered
Antigua/Barbuda	BLIMPIE	Blimpie (Antigua) Associates	39, 42	3969	2/6/96	Registered
Argentina	BLIMPIE	Blimpie (Argentina) Associates	29	1.507.099	2/28/94	Registered
Argentina	BLIMPIE	Blimpie (Argentina) Associates	30	1.507.787	2/28/94	Registered
Argentina	BLIMPIE	Blimpie (Argentina) Associates	42	1.552.090	2/28/95	Registered
Argentina	THE ALL AMERICAN SUB	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	2.052.778	10/14/96	Abandoned (11/7/96)
Aruba	BLIMPIE	Blimpie (Aruba) Associates	30, 42	17450	7/5/95	Registered
Australia	BLIMPIE	Blimpie (Australia) Associates	30	A571885	12/19/95	Registered
Australia	BLIMPIE	Blimpie (Australia) Associates	42	A571886	12/19/95	Registered
Australia	IT'S A BEAUTIFUL THING	Blimpie (Australia) Associates	42	710926	6/27/97	Registered
Austria	BLIMPIE	Blimpie (Austria) Associates	30, 42	161.163	11/24/95	Registered
Bahamas	BLIMPIES	Anthony Conza David Siegel Metropolitan Blimpie, Inc. An application has been filed to record the assignment from Anthony Conza and David Siegel to Blimpie International, Inc. Awaiting the Certificate of Assignment.	42	14,771	9/5/91	Registered

Bahamas	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc. An application has been filed to record the assignment from Anthony Conza and David Siegel to Blimpie International, Inc. Awaiting the Certificate of Assignment.	42	17,793	9/19/95	Registered
Bahamas	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc. An application has been filed to record the assignment from Anthony Conza and David Siegel to Blimpie International, Inc. Awaiting the Certificate of Assignment.	39	17,966	12/12/95	Registered
Bahrain	BLIMPIE	Blimpie (Bahrain) Associates	30	TM 19395	9/30/95	Registered
Bahrain	BLIMPIE	Blimpie (Bahrain) Associates	42	SM1759	9/30/95	Registered
Bahrain	BLIMPIE in Arabic characters	Blimpie (Bahrain) Associates	30	206/98	2/17/98	Pending (2/17/98)
Bahrain	BLIMPIE in Arabic characters	Blimpie (Bahrain) Associates	42	SM 2637	2/17/98	Registered
Belize	BLIMPIE	Blimpie (Belize) Associates	30	7655 U.K. 1587344	1/7/97 U.K. 10/4/94	Registered
Belize	BLIMPIE	Blimpie (Belize) Associates	42	7298 U.K. 1498680	12/22/95 U.K. 4/29/92	Registered
Benelux	BLIMPIE	Blimpie (Benelux) Associates	30, 42	565.914	1/13/95	Registered
Bermuda	BLIMPIE SUBS AND SALADS	Blimpie (Bermuda) Associates	30	27138	8/11/95	Registered
Bermuda	BLIMPIE SUBS AND SALADS	Blimpie (Bermuda) Associates	42	27139	8/11/95	Registered
Bolivia	BLIMPIE	Blimpie (Bolivia) Associates	30	64714-C	10/7/97	Registered
Bolivia	BLIMPIE	Blimpie (Bolivia) Associates	42	64737-C	10/8/97	Registered

Bosnia & Herzegovina	BLIMPIE SUBS AND SALADS	Blimpie (B.H.) Associates	30, 42	Z - 120	8/18/95	Registered
Brazil	BLIMPIE	Blimpie (Brazil) Associates	32.10	817.829.881	7/16/96	Registered
Brazil	BLIMPIE	Blimpie (Brazil) Associates	38.60	817.829.903	5/28/96	Registered
Brazil	THE ALL AMERICAN SUB	Blimpie (Brazil) Associates	38.60	819.459.607	9/24/96	Abandoned (11/7/96)
British Virgin Islands	BLIMPIE	Blimpie (B.V.I.) Associates	39, 42	2923	2/12/96	Registered
Bulgaria	BLIMPIE	Blimpie (Bulgaria) Associates	30	27216	12/11/95	Registered
Bulgaria	BLIMPIE	Blimpie (Bulgaria) Associates	42	4552	12/11/95	Registered
Canada	BLIMPIE	Blimpie (Canada) Associates	No Class	TMA 480,870	8/18/97	Registered
Canada	BLIMPIE'S SUBS & SALADS	Blimpie (Canada) Associates	No Class	423,643	2/25/94	Registered
Canada	THE ALL AMERICAN SUB	Blimpie (Canada) Associates	No Class	816,354	7/19/96	Abandoned (11/7/96)
Cayman Islands	BLIMPIE	Blimpie (U.K.) Associates	30	U.K. 1587344	12/30/96	Registered
Cayman Islands	BLIMPIE	Blimpie (U.K.) Associates	42	U.K. 1498680 U.K. 4/29/92	10/2/95	Registered
Chile	BLIMPIE	Blimpie (Chile) Associates	30	532.297	1/15/99	Registered
Chile	BLIMPIE	Blimpie (Chile) Associates	42	410.633	8/12/93	Registered
China	BLIMPIE	Blimpie (China) Associates	30	849148	6/21/96	Registered
China	BLIMPIE	Blimpie (China) Associates	42	855979	7/14/96	Registered
China	BLIMPIE in Chinese characters	Blimpie (China) Associates	30	849149	6/21/96	Registered
China	BLIMPIE in Chinese characters	Blimpie (China) Associates	42	855980	7/14/96	Registered
Colombia	BLIMPIE	Blimpie (Colombia) Associates	30	186830	6/19/96	Registered
Colombia	BLIMPIE	Blimpie (Colombia) Associates	42	186829	6/19/96	Registered
Costa Rica	BLIMPIE	Blimpie (Costa Rica) Associates	30	108677	8/27/98	Registered

Costa Rica	BLIMPIE	Blimpie (Costa Rica) Associates	42	99611	2/6/97	Registered
Croatia	BLIMPIE	Blimpie (Croatia) Associates	30, 42	Z950785	4/19/95	Registered
Cuba	BLIMPIE	Blimpie (Cuba) Associates	30	122 496	2/22/95	Registered
Cuba	BLIMPIE	Blimpie (Cuba) Associates	42	122 497	2/22/95	Registered
Republic of Cyprus	BLIMPIE	Blimpie (Cyprus) Associates	30	45089	5/2/96	Pending (10/29/98)
Republic of Cyprus	BLIMPIE	Blimpie (Cyprus) Associates	42	45090	5/2/96	Pending (10/29/98)
Czech. Republic	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30, 42	95 98137	3/10/95	Abandoned
Czech Republic	BLIMPIE	Blimpie International, Inc.	30, 42	209307	9/8/97	Registered
Denmark	BLIMPIE	Blimpie (Denmark) Associates	30, 42	VR 06.289 1994	9/16/94	Registered
Dominican Republic	BLIMPIE	Blimpie (Dominican Republic) Associates	56	79,713	7/15/95	Registered
Dominican Republic	BLIMPIE	Blimpie (Dominican Republic) Associates	70	79,307	7/15/95	Registered
Ecuador	BLIMPIE	Blimpie (Ecuador) Associates	30	2994-96	11/15/96	Registered
Ecuador	BLIMPIE	Blimpie (Ecuador) Associates	42	129-97	3/3/97	Registered
Egypt	BLIMPIE	Blimpie (Egypt) Associates	30	95305	4/13/95	Registered
Egypt	BLIMPIE	Blimpie (Egypt) Associates	42	95304	4/13/95	Registered
Egypt	BLIMPIE in Arabic characters	Blimpie (Egypt) Associates	30	108636	7/26/97	Pending (10/2/00)
Egypt	BLIMPIE in Arabic characters	Blimpie (Egypt) Associates	42	108637	7/26/97	Registered
Egypt	THE ALL AMERICAN SUB	Blimpie (Egypt) Associates	42	101804	6/19/96	Abandoned (11/7/96)
El Salvador	BLIMPIE	Blimpie (El Salvador) Associates	30	185 Book 98	10/29/99	Registered
El Salvador	BLIMPIE	Blimpie (El Salvador) Associates	42	17 Book 92	5/21/99	Registered
European Community Trademark	BLIMPIE	Blimpie (E.U.) Associates	30, 42	98962	(4/1/96)	Pending (7/21/99)
European Community Trademark	THE ALL AMERICAN SUB	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	298.554		Abandoned (11/7/96)
Finland	BLIMPIE	Blimpie (Finland) Associates.	30, 42	141 934	12/20/95	Registered

France	BLIMPIE	Blimpie (France) Associates	30, 42	94 523 517	6/7/94	Registered
Gaza Strip	BLIMPIE	Blimpie (Gaza Strip) Associates	16	3378	10/31/95	Registered
Gaza Strip	BLIMPIE	Blimpie (Gaza Strip) Associates	30	3379	10/31/95	Registered
Gaza Strip	BLIMPIE	Blimpie (Gaza Strip) Associates	42	4475	3/12/97	Registered
Gaza Strip	BLIMPIE in Arabic characters	Blimpie (Gaza Strip) Associates	30	4908	7/27/97	Registered
Gaza Strip	BLIMPIE in Arabic characters	Blimpie (Gaza Strip) Associates	42	4909	7/27/97	Registered
Germany	BLIMPIE	Blimpie (Germany) Associates	30, 42	2 083 415	11/3/94	Registered
Gibraltar	BLIMPIE	Blimpie (UK) Associates	30	7480	1/16/97	Registered
				U.K. 1587344	U.K. 10/4/94	
Gibraltar	BLIMPIE	Blimpie (UK) Associates	42	7237	1/8/96	Registered
				U.K. 1498680	U.K. 4/29/92	
Greece	BLIMPIE SUBS AND SALADS	Blimpie (Greece) Associates	30, 42	125272	7/18/95	Registered
Grenada	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	26 of 1997	U.K. 10/4/94	Registered
				U.K. 1587344		
Grenada	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	155 of 1995	1/16/96	Registered
				U.K. 1498680	U.K. 4/29/92	
Guatemala	BLIMPIE	Blimpie (Guatemala) Associates	30	94,293	2/9/99	Registered
Guatemala	BLIMPIE	Blimpie (Guatemala) Associates	42	87,275	11/23/95	Registered
Haiti	BLIMPIE	Blimpie (Haiti) Associates	30	330/106	1/10/97	Registered
Haiti	BLIMPIE	Blimpie (Haiti) Associates	42	331/106	1/10/97	Registered
Honduras	BLIMPIE	Blimpie (Honduras) Associates	30	64,986	5/31/96	Registered
Honduras	BLIMPIE	Blimpie (Honduras) Associates	42	3,534	5/31/96	Registered

Hong Kong	BLIMPIE	Blimpie (Hong Kong) Associates	30	11125/1996	4/21/94	Registered
Hong Kong	BLIMPIE	Blimpie (Hong Kong) Associates	42	00234/1996	4/21/94	Registered
Hong Kong	BLIMPIE in Chinese characters	Blimpie (Hong Kong) Associates	30	07144/96	4/21/94	Registered
Hong Kong	BLIMPIE in Chinese characters	Blimpie (Hong Kong) Associates	42	00235/1996	4/21/94	Registered
Hungary	BLIMPIE	Blimpie (Hungary) Associates	30, 42	146 930	3/9/95	Registered
Iceland	BLIMPIE	Blimpie (Iceland) Associates	30, 42	1278/1995	11/24/95	Registered
India	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	16	625157	4/13/94	Pending (12/7/99)
India	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	29	625156	4/13/94	Pending (12/7/99)
India	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	630707	6/10/94	Pending (1/10/01)
Indonesia	BLIMPIE SUBS AND SALADS	Blimpie (Indonesia) Associates	30	371543	7/11/95	Registered
Indonesia	BLIMPIE SUBS AND SALADS	Blimpie (Indonesia) Associates	42	373407	7/11/95	Registered
The Republic of Ireland	BLIMPIE	Blimpie (Ireland) Associates Assignment recorded.	30	163213	9/14/93	Registered
The Republic of Ireland	BLIMPIE	Blimpie (Ireland) Associates.	42	200632	7/1/96	Registered
Israel	BLIMPIE	Blimpie (Israel) Associates.	30	98084	4/13/95	Registered
Israel	BLIMPIE	Blimpie (Israel) Associates.	42	98085	4/13/95	Registered
Italy	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30, 42	00697111	6/23/94	Registered
Jamaica	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	16	28,576	7/4/95	Registered
Jamaica	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	30,330	4/26/95	Registered
Japan	BLIMPIE	Blimpie (Japan) Associates	30	3291064	4/25/97	Registered
Japan	BLIMPIE	Blimpie (Japan) Associates	42	3287745	4/25/97	Registered

Japan	BLIMPIE in Japanese characters	Blimpie (Japan) Associates	30	3338694	8/15/97	Registered
Japan	BLIMPIE in Japanese characters	Blimpie (Japan) Associates	42	3314095	5/30/97	Registered
Jordan	BLIMPIE	Blimpie (Jordan) Associates	16	10015	4/22/96	Registered
Jordan	BLIMPIE	Blimpie (Jordan) Associates	30	10071	4/22/96	Registered
Jordan	BLIMPIE	Blimpie (Jordan) Associates	42		11/23/00	Pending (11/25/00)
Jordan	BLIMPIE in Arabic characters	Blimpie (Jordan) Associates	16	46275	7/28/97	Registered
Jordan	BLIMPIE in Arabic characters	Blimpie (Jordan) Associates	30	46274	7/28/97	Registered
Jordan	BLIMPIE in Arabic characters	Blimpie (Jordan) Associates	42		1/29/01	Application Filed
Kenya	BLIMPIE	Blimpie (Kenya) Associates	30	42576	6/6/95	Registered
Kenya	BLIMPIE	Blimpie (Kenya) Associates	42	0378	7/6/95	Registered
S. Korea	BLIMPIE	Blimpie (S. Korea) Associates	2	277057	10/19/93	Registered
S. Korea	BLIMPIE	Blimpie (S. Korea) Associates	112	23239	3/14/94	Registered
S. Korea	BLIMPIE in Korean characters	Blimpie (S. Korea) Associates	2	277012	10/19/93	Registered
S. Korea	BLIMPIE in Korean characters	Blimpie (S. Korea) Associates	112	23240	3/14/94	Registered
Kuwait	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	30077	11/18/95	Registered
Kuwait	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	29925	11/18/95	Registered
Kuwait	BLIMPIE in Arabic characters		30			Pending
Kuwait	BLIMPIE in Arabic Characters		42			Pending
Lebanon	BLIMPIE SUBS AND SALADS	Blimpie (Lebanon) Associates	30, 42	66821	8/29/95	Registered

Lebanon	BLIMPIE in Arabic characters	Blimpie (Lebanon) Associates	30, 42	73002	7/30/97	Registered
Liechtenstein	BLIMPIE	Blimpie (Liechtenstein) Associates	30, 42	9475	7/4/95	Registered
Macau	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	84	2/6/96	Registered
Macau	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	83	2/6/96	Registered
Malaysia	BLIMPIE SUBS AND SALADS	Blimpie (Malaysia) Associates	16	95/06790	7/11/95	Registered
Malaysia	BLIMPIE SUBS AND SALADS	Blimpie (Malaysia) Associates	30	95/06756	7/10/95	Pending (7/20/98)
Malaysia	BLIMPIE SUBS AND SALADS	Blimpie (Malaysia) Associates	43	98/05322	4/30/98	Pending (5/13/98)
Malta	BLIMPIE	Blimpie (Malta) Associates	16	25,209	1/17/96	Registered
Malta	BLIMPIE	Blimpie (Malta) Associates	30	25,210	1/17/96	Registered
Malta	BLIMPIE	Blimpie (Malta) Associates	42			Pending
Mexico	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	460463	5/16/94	Abandoned
Mexico	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	460462	5/16/94	Abandoned
Mexico	BLIMPIE	Blimpie (Mexico) Associates	30	630090	5/19/97	Registered
Mexico	BLIMPIE	Blimpie (Mexico) Associates	42	630089	5/19/97	Registered
Monaco	BLIMPIE	Blimpie (Monaco) Associates	29, 30, 31, 32, 33, 42	95.16407	9/15/95	Registered
Morocco	BLIMPIE SUBS AND SALADS	Blimpie (Morocco) Associates	30, 42	57.150	7/19/95	Registered
Morocco	BLIMPIE in Arabic characters	Blimpie (Morocco) Associates	30, 42	63.597	8/6/97	Registered
Netherlands Antilles	BLIMPIE SUBS AND SALADS	Blimpie (Netherlands Antilles) Associates	16, 30	18714	8/10/95	Registered
New Zealand	BLIMPIE	Blimpie (New Zealand) Associates	30	214544	11/19/91	Registered

New Zealand	BLIMPIE	Blimpie (New Zealand) Associates	42	214545	11/19/91	Registered
Nicaragua	BLIMPIE	Blimpie (Nicaragua) Associates	30	31,972 C.C.	9/25/96	Registered
Nicaragua	BLIMPIE	Blimpie (Nicaragua) Associates	42	31,973 C.C.	9/25/96	Registered
Nigeria	BLIMPIE	Blimpie (Nigeria) Associates	16	55447	6/19/95	Registered
Nigeria	BLIMPIE	Blimpie (Nigeria) Associates	30	TP24068	6/5/95	Pending (6/1/98)
Norway	BLIMPIE	Blimpie (Norway) Associates	30, 42	168518	6/22/95	Registered
Oman	BLIMPIE	Blimpie (Oman) Associates	30	14019	7/15/96	Pending (8/3/96)
Oman	BLIMPIE	Blimpie (Oman) Associates	42	14020	7/15/96	Pending (8/3/96)
Oman	BLIMPIE in Arabic characters	Blimpie (Oman) Associates	30	16151	7/13/97	Pending (3/23/98)
Oman	BLIMPIE in Arabic Characters	Blimpie (Oman) Associates	42	16152	7/13/97	Pending (3/23/98)
Pakistan	BLIMPIE	Blimpie (Pakistan) Associates	16	130412	6/6/95	Pending (6/19/99)
Pakistan	BLIMPIE	Blimpie (Pakistan) Associates	30	130413	6/6/95	Registered.
Panama	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	078353	11/14/96	Registered
Panama	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	078356	11/14/96	Registered
Paraguay	BLIMPIE	Blimpie (Paraguay) Associates	30	233.776	3/31/00	Registered
Paraguay	BLIMPIE	Blimpie (Paraguay) Associates	42	211082	2/9/99	Registered
Peru	BLIMPIE	Blimpie (Peru) Associates	30	20057	10/11/95	Registered
Peru	BLIMPIE	Blimpie (Peru) Associates	42	005302	9/28/95	Registered
Philippines	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	103764	11/2/95	Pending (8/1/00)
Philippines	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	103769	11/2/95	Pending (3/8/99)
Poland	BLIMPIE	Blimpie (Poland) Associates	29, 30, 32, 42	R-98498	2/15/95	Registered
Portugal	BLIMPIE	Blimpie (Portugal) Associates	30	309,405	4/1/96	Registered

Portugal	BLIMPIE	Blimpie (Portugal) Associates	42	309,406	4/24/95	Registered
Puerto Rico	BLIMPIE SUBS AND SALADS	Blimpie (Puerto Rico) Associates	30	36,892	5/30/96	Registered
Puerto Rico	BLIMPIE SUBS AND SALADS	Blimpie (Puerto Rico) Associates	42	36,891	5/30/06	Registered
Qatar	BLIMPIE	Blimpie (Qatar) Associates	30	14815	4/1/96	Pending (8/3/96)
Qatar	BLIMPIE	Blimpie (Qatar) Associates	42	14816	4/1/96	Pending (8/3/96)
Qatar	BLIMPIE in Arabic characters	Blimpie (Qatar) Associates	30	17182	7/19/97	Pending (3/19/98)
Qatar	BLIMPIE in Arabic characters	Blimpie (Qatar) Associates	42	17183	7/19/97	Pending (3/19/98)
Romania	BLIMPIE SUBS AND SALADS	Blimpie (Romania) Associates	30, 42	24035	7/24/95	Registered
Russia	BLIMPIE	Blimpie (Russia) Associates	30, 42	136707	12/29/95	Registered
Saudi Arabia	BLIMPIE SUBS & SALADS and Design	Blimpie (Saudi Arabia) Associates	30	386/6	10/13/96	Registered
Saudi Arabia	BLIMPIE SUBS & SALADS and Design	Blimpie (Saudi Arabia) Associates	42	386/7	10/13/96	Registered
Saudi Arabia	BLIMPIE in Arabic characters	Blimpie (Saudi Arabia) Associates	30	453/91	11/25/98	Registered
Saudi Arabia	BLIMPIE in Arabic characters	Blimpie (Saudi Arabia) Associates	42	514773	7/30/97	Registered
Singapore	BLIMPIE SUBS AND SALADS	Blimpie (Singapore) Associates	30	T95/0662 1A	7/19/95	Registered
Singapore	BLIMPIE SUBS AND SALADS	Blimpie (Singapore) Associates	42	T95/ 06622Z	7/19/95	Registered
Singapore	BLIMPIE SUBS AND SALADS in Chinese characters	Blimpie (Singapore) Associates	30	T95/ 07292J	8/7/95	Registered
Singapore	BLIMPIE SUBS AND SALADS in	Blimpie (Singapore) Associates	42	T95/0729 3I	8/7/95	Registered

	Chinese characters					
Slovak Republic	BLIMPIE	Blimpie (Slovakia) Associates	30, 42	181223	3/8/95	Registered
South Africa	BLIMPIE	Blimpie (South Africa) Associates	30	95/04806	4/18/95	Registered
South Africa	BLIMPIE	Blimpie (South Africa) Associates	42	95/04807	4/18/95	Registered
Spain	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	1.914.730	2/6/95	Registered
Spain	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	1.914.729	2/3/95	Registered
Sri Lanka	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc. Trading as Blimpie (Sri Lanka) Associates	30	74611	6/19/95	Registered
Sri Lanka	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc. Trading as Blimpie (Sri Lanka) Associates	42	74612	6/19/95	Pending (10/23/96)
St. Lucia	BLIMPIE SUBS AND SALADS	Blimpie (St. Lucia) Associates	30	185 of 1995	9/4/95	Registered
St. Lucia	BLIMPIE SUBS AND SALADS	Blimpie (St. Lucia) Associates	42	186 of 1995	9/4/95	Registered
St. Vincent/ Grenadines	BLIMPIE	Blimpie (UK) Associates	30	143/1997 U.K. 1587344	8/20/97 U.K. 10/4/94	Registered
St. Vincent/ Grenadines	BLIMPIE	Blimpie (UK) Associates	42	124/1995 U.K. 1498680	12/21/95 U.K. 4/29/92	Registered
Sweden	BLIMPIE	Blimpie (Sweden) Associates	30, 42	265.916	4/7/95	Registered
Sweden	BLIMPIE SUBS AND SALADS	Blimpie (Sweden) Associates	30, 42	312.990	5/17/96	Registered
Sweden	BLIMPIE SUBS & SALADS EXPRESS and Design	Blimpie (Sweden) Associates	42	321.874	2/28/97	Registered
Switzerland	BLIMPIE	Blimpie (Switzerland) Associates	30, 42	431.781	4/19/95	Registered

Syria	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30, 42		2/15/96	Abandoned (7/24/97)
Syria	BLIMPIE in Arabic characters		30,42			Not to be filed
Taiwan	BLIMPIE	Blimpie (Taiwan) Associates	30	00736758	11/16/96	Registered
Taiwan	BLIMPIE	Blimpie (Taiwan) Associates	42	00086385	11/16/96	Registered
Taiwan	BLIMPIE in Chinese characters	Blimpie (Taiwan) Associates	30	00733201	10/16/96	Registered
Taiwan	BLIMPIE in Chinese characters	Blimpie (Taiwan) Associates	42	00086174	11/1/96	Registered
Tangier Zone	BLIMPIE	Blimpie (Tangier Zone) Associates	30, 42	10.881	2/22/96	Registered
Thailand	BLIMPIE	Blimpie (Thailand) Associates	30	Khor 47099	10/24/95	Registered
Thailand	BLIMPIE	Blimpie (Thailand) Associates	42	Bor 4765	10/24/95	Registered
Turkey	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	176.492	9/26/96	Registered
Turkey	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	176.497	9/26/96	Registered
Ukraine	BLIMPIE	Blimpie (Ukraine) Associates	30, 42	14192	5/24/95	Registered
United Arab Emirates	BLIMPIE	Blimpie (U.A.E.) Associates	30	7588	9/16/95	Registered
United Arab Emirates	BLIMPIE	Blimpie (U.A.E.) Associates	42	7589	9/16/95	Registered
United Arab Emirates	BLIMPIE in Arabic characters	Blimpie (U.A.E.) Associates	30	19785	7/20/97	Registered
United Arab Emirates	BLIMPIE in Arabic characters	Blimpie (U.A.E.) Associates	42	22725	7/20/97	Pending (2/1/99)
United Kingdom (Scotland, Wales, England and Northern Ireland)	BLIMPIE	Blimpie (UK) Associates	30	1587344	10/4/94	Registered
United Kingdom (Scotland, Wales, England and Northern Ireland)	BLIMPIE	Blimpie (UK) Associates	42	1498680	4/29/92	Registered
United Kingdom (Scotland, Wales, England and	BLIMPIE SUBS AND SALADS	Blimpie (UK) Associates	30, 42	2026849	7/13/95	Registered

Northern Ireland)						
United Kingdom (Scotland, Wales, England and Northern Ireland)	IT'S A BEAUTIFUL THING	Blimpie (UK) Associates	42	2103085	6/18/96	Registered
Uruguay	BLIMPIE	Blimpie (Uruguay) Associates	30, 42	280.976	11/21/97	Registered
Venezuela	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	30	7487-95	5/8/98	Registered
Venezuela	BLIMPIE	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42	7488-95	5/8/98	Registered
Venezuela	THE ALL AMERICAN SUB	Anthony Conza David Siegel Metropolitan Blimpie, Inc.	42			Pending, but on hold
West Bank	BLIMPIE	Blimpie (West Bank) Associates	16	3969	12/16/95	Registered
West Bank	BLIMPIE	Blimpie (West Bank) Associates	30	3970	12/16/95	Registered
West Bank	BLIMPIE	Blimpie (West Bank) Associates	42	5157	5/27/97	Pending (6/15/97)
West Bank	BLIMPIE in Arabic characters	Blimpie (West Bank) Associates	30	5483	8/25/97	Pending (9/19/00)
West Bank	BLIMPIE in Arabic characters	Blimpie (West Bank) Associates	42	5484	8/25/97	Pending (9/19/00)
Yugoslavia (Serbia & Montenegro)	BLIMPIE	Blimpie (Yugoslavia) Associates	30, 42	40518	5/23/95	Registered

Maui Tacos International, Inc.
U.S. Federal Trademarks/Service Marks

Trademark/ Service Mark	Applicant/ Registrant	Class(es)	Appl. No./ Reg. No.	Appl. Date/ Reg. Date	Status
IT'S MEXICAN WITH MAUITUDE	Maui Tacos International, Inc.	42	2,406,971	1/21/00	Registered
MAUI MEX	Maui Tacos International, Inc.	30, 42	2,333,939	3/21/00	Registered
MAUI TACOS	Maui Tacos International, Inc.	25, 42	2,153,260	4/28/98	Registered
MAUI TACOS and Design	Maui Tacos International, Inc.	30, 42	76/001,169	3/16/00	Pending
MISCELLANEOUS DESIGN (chili peppers)	Maui Tacos International, Inc.	25, 42	1,958,961	2/27/96	Registered

Maui Tacos International, Inc.
Foreign Trademarks

Country	Trademark	Applicant/Registrant	Class(es)	App. No./ Reg. No.	App. Date/ Reg. Date	Status
Canada	MAUI TACOS	Maui Tacos International, Inc.	No Class	868,723	2/4/98	Pending (8/18/00)
Chile	MAUI TACOS	Maui Tacos International, Inc.	30	457.093	8/5/99	Pending (1/28/00)
Chile	MAUI TACOS	Maui Tacos International, Inc.	42	457.094	8/5/99	Application was rejected and registration refused.
European Community Trademark	MAUI TACOS	Maui Tacos International, Inc.	30, 42	735,712	1/30/98	Pending (2/3/99)
Mexico	MAUI TACOS	Maui Tacos International, Inc.	30	625031	7/15/99	Registered
Mexico	MAUI TACOS	Maui Tacos International, Inc.	42	625032	7/15/99	Registered
Philippines	MAUI TACOS	Maui Tacos International, Inc.	30	4-2000- 0003715	5/5/00	Pending (5/12/00)
Philippines	MAUI TACOS	Maui Tacos International, Inc.	42	4-2000- 0003716	5/5/00	Pending (5/12/00)

Blimpie International, Inc.
PASTA CENTRAL U.S. and Foreign Trademarks/Service Marks

Country/State	Trademark / Service Mark	Applicant/ Registrant	Class(es)	App. No. / Reg. No.	App. Date / Reg. Date	Status
Aruba	PASTA CENTRAL	Blimpie International, Inc.	29, 30, 42	2041	4/4/00	Registered
Canada	PASTA CENTRAL	Blimpie International, Inc.	No Class	868,747	6/13/01	Registered
Chile	PASTA CENTRAL	Blimpie International, Inc.	29, 30	457.091	8/5/99	Pending (3/16/00)
Chile	PASTA CENTRAL	Blimpie International, Inc.	42	457.096	8/5/99	Registered
European Community Trademark	PASTA CENTRAL	Blimpie International, Inc.	30, 42	741488	2/3/98	Registered
Lebanon	PASTA CENTRAL	Blimpie International, Inc.	29, 30, 42	83034	3/31/00	Registered
Mexico	PASTA CENTRAL	Blimpie International, Inc.	29	383,488	7/16/99	Registered
Mexico	PASTA CENTRAL	Blimpie International, Inc.	30	383,489	7/16/99	Registered
Mexico	PASTA CENTRAL	Blimpie International, Inc.	42	383,490	7/16/99	Registered
Morocco	PASTA CENTRAL	Blimpie International, Inc.	29, 30, 42	75.140	10/16/00	Registered
Netherlands Antilles	PASTA CENTRAL	Blimpie International, Inc.	29, 30, 42	22261	5/16/00	Registered
Philippines	PASTA CENTRAL	Blimpie International, Inc.	29, 30	4-2000-0003711	5/5/00	Pending (5/12/00)
Philippines	PASTA CENTRAL	Blimpie International, Inc.	42	4-2000-0003712	5/5/00	Pending (5/12/00)
Puerto Rico	PASTA CENTRAL IT'S TIME TO EAT! and Design	Blimpie International, Inc.	42	45,254	5/3/99	Registered
United States (Georgia)	PASTA CENTRAL IT'S TIME TO EAT! and Design	Blimpie International, Inc.	1	S-17616	2/2/99	Registered
United States (Louisiana)	PASTA CENTRAL IT'S TIME TO EAT! and Design	Blimpie International, Inc.	42	KGO 56-1740	2/1/99	Registered
United States (South Carolina)	PASTA CENTRAL IT'S TIME TO EAT! and Design	Blimpie International, Inc.	8	SM #8	2/10/99	Registered
United States (US PTO)	IT'S TIME TO EAT	Blimpie International, Inc.	29, 30, 42	75/496,764	6/5/98	Pending (3/13/01)
United States	PASTA CENTRAL	Blimpie	29, 30,	75/315,161	6/26/97	Pending (12/27/00)

(US PTO)		International, Inc.	31, 42	61		(12/27/00)
United States (US PTO)	PASTA CENTRAL and Design	Blimpie International, Inc.	29, 30, 42	75/370,0 40	10/8/97	Pending (4/26/01)
United States (US PTO)	PASTA CENTRAL IT'S TIME TO EAT! and Design	Blimpie International, Inc.	29, 30, 42	2,430,33 3	2/20/01	Registered

Maui Tacos International, Inc.
Smoothie Island U.S. Federal Trademarks/Service Marks

Trademark/ Service Mark	Applicant/Registrant	Class(es)	Appl. No./ Reg. No.	Appl. Date/ Reg. Date	Status
GET A SMOOTH ATTITUDE	Maui Tacos International, Inc.	42	2,418,095	1/2/01	Registered
SMOOGEEE	Smoothie Island Juice Bar Franchise Corporation	32	75/792,073	9/2/99	Pending
SMOOTHIE ISLAND	Maui Tacos International, Inc.	29,30,42	2,235,390	3/23/99	Registered
SMOOTHIE ISLAND JUICE BAR and Design	Maui Tacos International, Inc.	5, 32, 42	76/050,217	5/17/00	Pending

Maui Tacos International, Inc.
SMOOTHIE ISLAND State & Foreign Trademarks

Country/ State	Trademark	Applicant/ Registrant	Class(es)	App. No./ Reg. No.	App. Date/ Reg. Date	Status
Aruba	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32, 42	20486	4/4/00	Registered
Canada	SMOOTHIE ISLAND	Maui Tacos International, Inc.	No Class	886,001	7/30/98	Pending (5/24/00)
Chile	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32	457,097	8/5/99	Application was rejected and registration refused.
Chile	SMOOTHIE ISLAND	Maui Tacos International, Inc.	42	559,398	1/24/00	Registered
Dominican Republic	SMOOTHIE ISLAND	Maui Tacos International, Inc.	60	100,004	10/15/98	Registered
Dominican Republic	SMOOTHIE ISLAND	Maui Tacos International, Inc.	70	100,130	10/15/98	Registered
European Community	SMOOTHIE ISLAND	Maui Tacos International, Inc.	29,30, 42	919993	9/2/98	Pending (3/13/00)
Lebanon	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32, 42	83434	5/4/00	Registered
Mexico	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32	383,175	7/15/99	Pending (7/10/00)
Mexico	SMOOTHIE ISLAND	Maui Tacos International, Inc.	42	383,176	7/15/99	Pending (3/1/00)
Morocco	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32 and 42	75,138	10/16/00	Registered
Netherlands Antilles	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32, 42	22260	5/16/00	Registered
Panama	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32	96330	9/25/98	Registered
Panama	SMOOTHIE ISLAND	Maui Tacos International, Inc.	42	96331	9/25/98	Pending (3/2/00)
Philippines	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32	4-2000- 0003713	5/5/00	Pending (5/12/00)
Philippines	SMOOTHIE ISLAND	Maui Tacos International, Inc.	42	4-2000- 0003714	5/5/00	Pending (5/12/00)
Puerto Rico	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32		9/29/98	Pending (9/30/98)
Puerto Rico	SMOOTHIE ISLAND	Maui Tacos International, Inc.	42		9/29/98	Pending (9/30/98)
Saudi Arabia	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32	514/53	11/2/98	Registered

Saudi Arabia	SMOOTHIE ISLAND	Maui Tacos International, Inc.	42	514/54	11/2/98	Registered
United States (Louisiana)	SMOOTHIE ISLAND	Maui Tacos International, Inc.	29, 30	KGO 99 5617	6/22/98	Registered
United States (Louisiana)	SMOOTHIE ISLAND	Maui Tacos International, Inc.	42	KGO 99 5620	6/22/98	Registered
United States (Georgia)	SMOOTHIE ISLAND	Maui Tacos International, Inc.	1	S-17200	6/24/98	Registered
United States (Georgia)	SMOOTHIE ISLAND	Maui Tacos International, Inc.	45	S-17201	6/24/98	Registered
United States (South Carolina)	SMOOTHIE ISLAND	Maui Tacos International, Inc.	8		6/22/98	Registered
United States (South Carolina)	SMOOTHIE ISLAND	Maui Tacos International, Inc.	29		6/22/98	Registered
United States (South Carolina)	SMOOTHIE ISLAND	Maui Tacos International, Inc.	30		6/22/98	Registered
Venezuela	SMOOTHIE ISLAND	Maui Tacos International, Inc.	32	7344-1999	4/30/99	Pending (2/11/00)
Venezuela	SMOOTHIE ISLAND	Maui Tacos International, Inc.	42	7345-1999	4/30/99	Pending (2/11/00)

SCHEDULE D

LICENSES

Agreement, dated August 1, 1976, by and among Peter DeCarlo, Anthony Conza, and David Siegel.

Modification Agreement, dated November 15, 1977, by and among Peter DeCarlo, Anthony Conza, and David Siegel.

Blimpie Trademark Distribution Agreement, dated July 18, 1984, by and among Debtor, Blimpie of California, Inc., Anthony Conza, Peter DeCarlo, and David Siegel; as amended by Agreement, dated April 30, 1992, by and between Debtor, Blimpie of California, Inc., and Metropolitan Blimpie, Inc.; as amended by Agreement, dated October 28, 1993, by and between Debtor and Blimpie of California, Inc.

Agreement, dated July 19, 1991, by and between Metropolitan Blimpie, Inc. and Debtor.

Agreement, dated May 24, 1993, by and among Metropolitan Blimpie, Inc., Anthony Conza, David Siegel, and Debtor.

Contract of Sale, dated February 18, 1997, by and among Anthony Conza, David Siegel, and Debtor.

Amendment Agreement, dated February 3, 1999, by and among Anthony Conza, David Siegel, and Debtor.

License Agreement, dated February 4, 1999, by and between the Debtor and Blimpie International, Inc., a Delaware corporation.

Agreement dated November ____, 1997 by and between Compass Group USA, Inc. by and through its division Canteen Vending Services Division, the Debtor and Metropolitan Blimpie, Inc.

Agreement made the 11th day of July 2000 between the Debtor and Best Express Foods, Inc.

License Agreement, dated July 18, 1996, by and between the Debtor and Lea & Perrins, Inc.

Branded Product Licensing Agreement, dated April 1, 2001, by and between the Debtor and Wyandot, Inc.

Printing Agreement, dated April 1, 2001, by and between Wyandot, Inc. and Blimpie Brand Building Fund, Inc. f/k/a Blimpie Purveyor Productions, Inc.

Branded Product Licensing Agreement, dated April 1, 1998, by and between the Debtor and Colorado Gold Chips, Inc.

Printing Agreement, dated April 1, 1998, by and between Colorado Gold Chips, Inc. and Blimpie Brand Building Fund, Inc. f/k/a Blimpie Purveyor Productions, Inc.

Letter Agreement, dated July 13, 2001, by and between the Debtor and Blimpro, Inc.

Pre-Release Software License Agreement, dated January 24, 2001, by and between Sharp Electronics Corporation and the Debtor.

License Agreement, dated August 13, 1998 by and between the Debtor and Microsoft Corporation.

The Debtor acquired its Great Plains Dynamics accounting software from Forestar Information Systems, Inc. ("Forestar"), a Great Plains VAR. Forestar customized that software for the Debtor's use. The Debtor did not have a written agreement with Forestar.

The Debtor grants an implied right to use the Debtor's intellectual property under its manufacturing and distribution agreements.

The Debtor grants non-exclusive licenses of the Trademarks and other intellectual property under franchise and sub-franchise agreements in the ordinary course of its business.