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APR 15

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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):

Jerry's Famous Deli, Inc.

- 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: Fleet, National Bank  
Internal (Successor by merger to BankBoston, N.A.)  
Address: \_\_\_\_\_

Street Address: 100 Federal Street  
City: Boston State: MA Zip: 02110

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_

Other National Bank  
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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: December 11, 2001

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

A. Trademark Application No.(s)

75/735,984

B. Trademark Registration No.(s)

N/A

Additional number(s) attached  Yes  No

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

Name: Rachel Goldfein

Internal Address: \_\_\_\_\_

Street Address: Edwards & Angell, LLP  
101 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Rachel D. Goldfein  
Name of Person Signing

Rachel Goldfein  
Signature

1/17/02  
Date

6

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

05/20/2002 DRYRNE 00000123 75735984

01 FC:481

40.00 DP

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

**ASSIGNMENT FOR SECURITY (TRADEMARKS)**

WHEREAS, JERRY'S FAMOUS DELI, INC., JFD, INC., JERRY'S FAMOUS DELI L.A., INC. and NATIONAL DELI CORPORATION (collectively, the "Companies"), each having its principal place of business at 12711 Ventura Boulevard, Studio City, CA 91604, have adopted, used and are using the respective mark or marks shown on Schedule A attached hereto (the "Marks"), which are registered or have been applied to be registered in the United States Patent and Trademark Office under the registration numbers or application numbers, as applicable, shown on such Schedule A next to each of the Marks; and

WHEREAS, each of the Companies are obligated to FLEET NATIONAL BANK, a national bank (as successor by merger to BankBoston, N.A.), having its head office at 100 Federal Street, Mail Stop: MA DE 10008H, Boston, Massachusetts 02110, as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the Lenders under, and as defined in the Loan Agreement defined below (collectively, the "Lenders") (collectively, the Agent and the Lenders are herein sometimes referred to as the "Secured Parties") pursuant to a Amended and Restated Credit Agreement dated as of December 11, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and related documents, pursuant to which the Secured Parties, subject to the terms and conditions contained therein, are making credit extensions to the Companies.

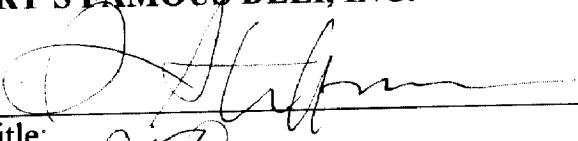
WHEREAS, pursuant to the Loan Agreement, the Companies are granting to the Agent a security interest in and to the Marks, the good will of the business symbolized by the Marks, and the registrations and/or applications thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Companies does hereby assign and grant to the Agent a security interest in and to the Marks, together with the good will of the businesses symbolized by each of the Marks, and the registrations thereof, which assignment and security interest shall secure all the Obligations (as defined in the Loan Agreement) in accordance with the terms and provisions thereof.

The Agent expressly acknowledges and affirms that its rights and remedies with respect to the assignment and security interest granted hereby are more fully set forth in the Loan Agreement.


Dated: December 11, 2001

**JERRY'S FAMOUS DELI, INC.**

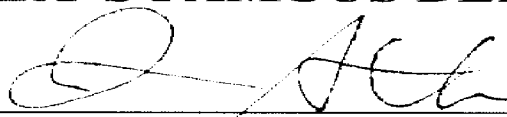
By:   
Title: CEO

(signatures continued)


**JFD, INC.**

By:   
Title: COO

**JERRY'S FAMOUS DELI L.A., INC.**

By:   
Title: COO

**NATIONAL DELI CORPORATION**

By:   
Title: Pres.

STATE OF Florida  
COUNTY OF Dade

The foregoing instrument was acknowledged before me on this 25<sup>TH</sup> day of ~~December~~ MARCH 2007 by ISAAC STARKMAN, the C.E.O. of Jerry's Famous Deli, Inc., a California corporation, on behalf of said corporation. He is personally known to me or has produced \_\_\_\_\_ license number \_\_\_\_\_ as identification and did take an oath.

Margaret Zelenka  
Notary Public of the State of Florida  
My commission expires April 14, 2007

[SEAL]



Margaret Zelenka  
MY COMMISSION # CC733847 EXPIRES  
April 14, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

**SCHEDULE A**

**TRADEMARKS/SERVICEMARKS**

**I. Pending U.S. Trademark Registration Applications**

<u>Owner</u>	<u>Style/Mark</u>	<u>Serial No.</u>	<u>Application Filing Date</u>
Jerry's Famous Deli, Inc.	EPICURE	75/735,984	