

02-12-2003



INATION FORM COVER SHEET TRADEMARKS ONLY

102363156

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

1. Name of conveying party(ies): COPELANDS' ENTERPRISES, INC. 1-15-03
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation - Delaware
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies): BRUCKMANN, ROSSER & SHERILL & CO., II, L.P
126 EAST 56TH STREET
NEW YORK, NY 10022
[] Individual(s) citizenship
[] Association
[] General Partnership
[X] Limited Partnership - Delaware
[] Corporation
[] Other
If assignee is not domiciled in the United States, a domestic representative designator is attached: [] Yes [] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of Conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: December 31, 2002

4. Application number(s) or patent number(s) listed below

A. Trademark Application No.(s) B. Trademark Registration No.(s)
2,110,736 2,116,246 2,110,737 1,508,613
2,308,061

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: HAL E. BORDEN
DECHERT LLP
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41)\$140.00
[] Enclosed
[X] Authorized to be charged to deposit account (Including any underpayment)
8. Deposit account number: 04-0475
(Attach duplicate copy of this page if paying by deposit account)

02/14/2003 TD1A21 00000149 040475 2110736
01 FC:8521 40.00 CH
02 FC:8522 100.00 CH

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.
Hal E. Borden Signature January 14, 2003 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 Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2002, is made between COPELANDS' ENTERPRISES, INC., a Delaware corporation ("Grantor") and BRUCKMANN, ROSSER, SHERRILL & CO. II, L.P., a limited partnership organized under the laws of the State of Delaware ("BRS"), as agent for each of the Subordinated Noteholders referred to below (together with its successor(s) thereto in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement") by and among the Grantor, BRS, Julie Frist and Marilena Tibrea (together with BRS, the "BRS Investors"), and Thomas Copeland and James Copeland (together with the BRS Investors, the "Subordinated Noteholders"), the Subordinated Noteholders have agreed, subject to the terms and conditions set forth in therein, to purchase the Notes from the Grantor.

WHEREAS, pursuant to the Note Purchase Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing Trademark Collateral (as defined below) to secure the Obligations of the Grantor under and as defined in the Note Purchase Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Subordinated Noteholders to purchase the Notes pursuant to the Note Purchase Agreement, the Grantor agrees, for the benefit of each Subordinated Noteholder, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations of the Grantor, the Grantor hereby grants to the Agent, for the benefit of each Subordinated Noteholder, a continuing security interest in all of the following property of Grantor, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired

including those referred to in Schedule I attached hereto under the Grantor's name, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark"); and

(b) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration.

The foregoing security interest of Agent in the Trademark Collateral is subject and subordinate to the security interest of Wells Fargo Retail Finance, LLC (the "Senior Lender") as provided in the Intercreditor and Subordination Agreement dated as of December 31, 2002 among the Grantor, the Subordinated Noteholders and the Senior Lender.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby is granted in conjunction with the security interest granted to the Agent for its benefit and the benefit of each other Subordinated Noteholder under the Note Purchase Agreement. The Note Purchase Agreement (and all rights and remedies of each Subordinated Noteholder thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Note Purchase Agreement or (ii) the full and final discharge of the Obligations and the termination of the Subordinated Noteholders' Obligations under the Note Purchase Agreement and the other Note Documents, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. The Grantor and the Agent hereby agree that this Agreement is not intended to expand or limit the rights and obligations of the Grantor or the Subordinated Noteholders under the Note Purchase Agreement and that this Agreement is not intended to, and shall not provide, the Grantor or the Subordinated Noteholders any rights or obligations in

addition to those provided for in the Note Purchase Agreement. If any provisions of this Agreement are deemed to conflict with the provisions of the Note Purchase Agreement, the applicable provisions of the Note Purchase Agreement shall control.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


SECTION 7. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Delaware.

[Signatures appear on next page.]

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

Grantor:

Copelands' Enterprises, Inc. (formerly known as CEI Delaware, Inc.)

By: 
Joseph H. Fernandez
President

Agent:

Bruckmann, Rosser, Sherrill & Co. II, L.P.,
as Agent

By: Bruckmann, Rosser, Sherrill & Co.,
Inc., its General Partner


By: _____
Bruce C. Bruckmann
Managing Director

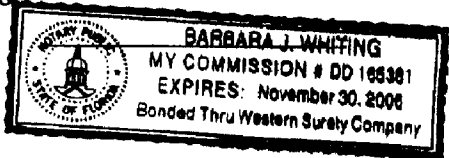
Acknowledgement

State of FLORIDA

County of PINELLAS

On the 26th day of December in the year 2002 before me, personally appeared **Joseph H. Fernandez**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed this Agreement, and that the same was his free act and deed.


Notary Public
My commission expires:



Trademark Security Agreement
(Note Purchase Agreement)

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

Grantor:

Copelands' Enterprises, Inc. (formerly known as CEI Delaware, Inc.)

By:

Joseph H. Fernandez
President

Agent:

Bruckmann, Rosser, Sherrill & Co. II, L.P.,
as Agent

By: Bruckmann, Rosser, Sherrill & Co.,
Inc. its General Partner

By:

Bruce C. Bruckmann
Bruce C. Bruckmann
Managing Director

Acknowledgement

State of _____

County of _____

On the _____ day of December in the year 2002 before me, personally appeared Joseph H. Fernandez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed this Agreement, and that the same was his free act and deed.

Notary Public

My commission expires: _____

Trademark Security Agreement
(Note Purchase Agreement)