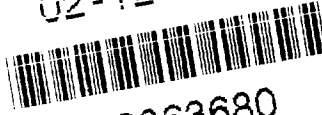


02-12-2003



102363680

To the Honorable Commission

Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Panera, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Capital Contribution and Asset Transfer Agreement

Execution Date: 1-2-02

2. Name and address of receiving party(ies)

Name: Panera Enterprises, Inc.
 Internal Address: TK House Suite 117 at Bayside Executive Park
 Street Address: West Bay Street & Blake Road
 City: Nassau State: Bahamas Zip: _____

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

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)

NONE

B. Trademark Registration No.(s)

see Schedule A attached

Additional number(s) attached Yes No

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

Name: Christina L. Martini

Internal Address: Piper Rudnick

Street Address: P.O. Box 64807

City: Chicago State: Illinois Zip: 60664-0807

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed any additional fees are
- Authorized to be charged to deposit account

8. Deposit account number:

18-2284

(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.

Christina L. Martini
Name of Person Signing

[Signature]
Signature

1/24/03
Date

Total number of pages including cover sheet, attachments, and document: 9

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

02/11/2003 LMUELLER 00000090 2142817

01 FC:8521 40.00 OP
02 FC:8522 400.00 OP

SCHEDULE A**REGISTRATIONS:**

COUNTRY	MARK	REG. NO.	REG. DATE
USA	AHH SEE AHHH GO	2142817	3/10/98
USA	BREAD (and design)	2190023	9/15/98
USA	BREAD BREAK	2552422	3/26/02
USA	BRUMBIE	2293494	11/16/99
USA	COOLER THAN COFFEE	2183884	8/25/98
USA	DOUGH FOR FUNDS	2257452	6/29/99
USA	Mother Bread Design	2341776	4/11/00
USA	OPERATION DOUGH-NATION	1878878	2/14/95
USA	PANERA BREAD	2288311	10/19/99
USA	PANERA BREAD	2347523	5/2/00
USA	PANERA BREAD (with horizontal design with Mother Bread)	2288314	10/19/99
USA	PANERA BREAD (with vertical design with Mother Bread)	2299040	12/7/99
USA	PANERA BREAD (with vertical design with Mother Bread)	2354029	5/30/00
USA	PANERA BREAD (with horizontal design with Mother Bread)	2574024	5/28/02
USA	SAINT LOUIS BREAD COMPANY	2026248	12/31/96
USA	SO GOOD YOU'LL SAY AHH TWICE	2142796	3/10/98
USA	THE UNIVERSAL SPIRIT OF BREAD IS SHARING	2267376	8/3/99

CAPITAL CONTRIBUTION AND
ASSET TRANSFER AGREEMENT BETWEEN
PANERA, LLC AND
PANERA ENTERPRISES, INC

This is a Capital Contribution and Asset Transfer Agreement ("Agreement") intended to qualify under Section 351 of the Internal Revenue Code of 1986, as amended, dated and to be effective as of the 2nd day of January, 2002, by and between Panera, LLC, a Delaware Limited Liability Company ("Transferor"), and Panera Enterprises, Inc, a Delaware corporation ("Transferee").

The parties to this Agreement, in exchange for the mutual promises made herein and intending to be legally bound hereby, agree as follows:

1. Transfer of Intellectual Property Rights.

(a) For purposes of this Agreement "Intellectual Property Rights" means any and all rights existing now or in the future under patent law, copyright law, industrial design rights law, semiconductor chip and mask work protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide, including, without limitation, in the United States.

(b) Transferor agrees to transfer and does hereby transfer the all of its Intellectual Property Rights including, but not limited to the Intellectual Property Rights listed on Schedule A (attached hereto) and operating cash to Transferee, as a contribution to the capital of Transferee.

(c) The Transferor shall execute all necessary and appropriate additional assignment documentation, together with such other written instruments and accompanying documentation as may be necessary or appropriate to give effect to the assignment of the Intellectual Property Rights from Transferor to Transferee.

2. Agreement as to Valuation. Transferor and Transferee agree that the value of the stock to be issued by Transferee hereunder is equal to the financial statement carrying value of the Intellectual Property Rights noted in Exhibit A and operating cash, if any.

3. Warranties of the Parties.

(a) Transferor hereby warrants in connection with the execution of this Agreement and the transfers contemplated hereunder, as follows:

(i) That it is a duly organized and validly existing limited liability company under the laws of the State of Delaware.

(ii) That it is now in good standing in the State of Delaware, is qualified and in good standing in all jurisdictions in which it does business and that there are no legal proceedings or other actions pending to limit or impair any of its powers, rights or privileges in the ordinary conduct of its business.

(iii) That it has full power and right to enter into this Agreement and that the officer executing this Agreement on its behalf has been duly authorized to do so.

(iv) That the execution and performance of this Agreement does not violate or constitute a breach or default under any agreement to which it is a party or by which it is bound.

(b) Transferee warrants in connection with the execution of this Agreement and the transfers contemplated hereunder, as follows:

(i) That it is a duly organized and validly existing corporation under the laws of the state of Delaware

(ii) That it is now in good standing in Delaware, is qualified and in good standing in all jurisdictions in which it does business and that there are no legal proceedings or other actions pending to limit or impair any of its powers, rights or privileges in the ordinary conduct of its business.

(iii) That it has full power and right to enter into this Agreement and that the officer executing this Agreement on its behalf has been duly authorized to do so.

(iv) That the execution and performance of this Agreement does not violate or constitute a breach or default under any agreement to which it is a party or by which it is bound.

4. Parties Familiar with Operations of Each Other. Each party acknowledges:

(a) This Agreement and all other agreements made in connection with this Agreement are each the result of direct negotiation and communication between the parties, and each such agreement represents a mutual and voluntary meeting of the minds.

(b) Each party is familiar with the operations of the other party, and has been provided access to or has been furnished with all materials and information which have been requested and which pertain to the operational or financial structure or condition of such other party and is fully capable of evaluating all risks attendant to the performance of this Agreement.

(c) Each party is fully capable of bearing any economic or financial risk which may be occasioned by the transactions contained in, connected with or necessary to carry out the purposes of this Agreement.

5. Additional Papers and Documents. At or subsequent to the closing of the transactions described herein, each party shall execute and deliver such additional papers and documents as may be necessary or appropriate in order to perfect title to any property to be transferred hereby or to carry out any other activity which is necessary for the purposes of this Agreement.

6. No Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent may be given or withheld in the other party's sole discretion, and may be amended only by a written amendment signed by both parties.

7. Missouri Law. This agreement shall be construed and enforced in accordance with the internal laws of the State of Missouri.

8. Entire Contract - Binding upon Successors. This Agreement embodies the entire agreement between the parties and supersedes any prior contract, agreement or understanding which may have existed between any of the parties, whether oral or written, with respect to the subject matter hereof and shall be binding upon any permitted successors or assigns of the parties.


9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

The parties have caused this Agreement to be duly executed as of the date first written above.

PANERA, LLC, Transferor:

By: 
Name: Ronald M. Shaich
Title: Chairman and Chief Executive Officer

PANERA ENTERPRISES, INC, Transferee:

By:  ®
Name: Kenneth D. Puzder
Title: President

SCHEDULE A

All Transferors Intellectual Property Rights

SCHEDULE A**REGISTRATIONS:**

COUNTRY	MARK	REG. NO.	REG. DATE
Chile	Mother Bread Design	590669	2/22/01
Chile	PANERA BREAD	590670	2/22/01
State of Georgia	SAINT LOUIS BREAD COMPANY (and design)	S14084	11/4/94
State of Georgia	THE ORIGINAL SAINT LOUIS SOURDOUGH BREAD COMPANY	S13703	6/17/94
State of Georgia	THE ORIGINAL SAINT LOUIS SOURDOUGH BREAD COMPANY	S13702	6/17/94
Japan*	SAINT LOUIS BREAD (and design)	4136818	4/17/98
Mexico	PANERA BREAD	671267	7/24/00
USA	AHH SEE AHHH GO	2142817	3/10/98
USA	BREAD (and design)	2190023	9/15/98
USA	BRUMBIE	2293494	11/16/99
USA	COOLER THAN COFFEE	2183884	8/25/98
USA	DOUGH FOR FUNDS	2257452	6/29/99
USA	Mother Bread Design	2341776	4/11/00
USA	OPERATION DOUGH-NATION	1878878	2/14/95
USA	PANERA BREAD	2288311	10/19/99
USA	PANERA BREAD	2347523	5/2/00
USA	PANERA BREAD (with horizontal design with Mother Bread)	2288314	10/19/99
USA	PANERA BREAD (with vertical design with Mother Bread)	2299040	12/7/99
USA	PANERA BREAD (with vertical design with Mother Bread)	2354029	5/30/00

COUNTRY	MARK	REG. NO.	REG. DATE
USA	SAINT LOUIS BREAD COMPANY	2026248	12/31/96
USA	SAINT LOUIS BREAD COMPANY OPERATION DOUGH-NATION (and design)	1964955	4/2/96
USA	SO GOOD YOU'LL SAY AHH TWICE	2142796	3/10/98
USA	THE UNIVERSAL SPIRIT OF BREAD IS SHARING	2267376	8/3/99

*currently in the name of Saint Louis Bread Co.

APPLICATIONS:

COUNTRY	MARK	SERIAL NO.	FILING DATE
Brazil	Mother Bread Design	823089053	8/21/00
Brazil	PANERA BREAD	823089061	8/21/00
Canada	Mother Bread Design	1064439	6/23/00
Canada	PANERA BREAD	1064440	6/23/00
Mexico	Mother Bread Design	437949	7/24/00
USA	BREAD BREAK	76/235322	4/4/01
USA	PANERA BREAD (with horizontal design with Mother Bread)	75/415601	1/9/98
USA	YOU PICK TWO	75/848492	11/15/99

COMMON LAW TRADEMARKS:

A Loaf Of Bread In Every Arm
Asiago Sunrise Trio
Artisan Breads
Bacon Turkey Bravo
Bakery Buzzing
Baguette University
Baguette University Design
Blueberry Razz Trio
Breaducation
Breaducation Design
Breadwise
Bread Bash
Cinn-ful Crunch Trio
Coffee Now
Custom Selected Harvest To Cup
Day End Dough-Nations
Fandango
Festiago Chicken
Fresh Baked Bliss
Fresh Bread Makes Friends
Fresh From The Oven
Frontega Chicken
Fruitcake Trade-In
Fruitcake Wake
Good Breadfellows
Knead to Know
Morning Glory
Mother Bread
Panera
Panera Baker's Notes
Planet Bread
Rectangle Design
Santa's Cookie Kit
Share The Bread
Saint Louis Bread Company Design
Sierra Turkey