

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
BankBoston, N.A., now known as Fleet National Bank

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other a banking association

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

2. Name and address of receiving party(les)
Name: Bagel Acquisition Corp.
Internal Address: c/o Sun Capital Partners, Suite 470
Street Address: 5200 Town Center Circle
City: Boca Raton State: FL Zip: 33486

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Assignment of Security Agreement

Execution Date: 05/21/2003

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2054916

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donna R. Gasiorowski
Internal Address: Senior Legal Assistant to
Michael G. Fatall
Kirkland & Ellis
Street Address: 200 East Randolph Drive
Suite 5300
City: Chicago State: IL Zip: 60601

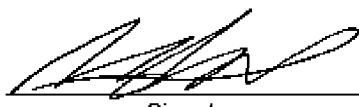
6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
220440

DO NOT USE THIS SPACE

9. Signature.

Michael G. Fatall  June 23, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$40.00 220440 2064916

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 21, 2003, among Champlain Management Services, Inc., a Delaware corporation (herein with its successors called the "Debtor"), Fleet National Bank (f/k/a BankBoston, N.A.) acting in its capacity as the former administrative agent under the Credit Agreement (as defined below) (the "Former Agent"), and Bagel Acquisition Corp., a Delaware corporation, (in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor, the Former Agent in its capacity as a lender and as an administrative agent for the Lenders (as defined in the Credit Agreement) and the Lenders, entered into that certain Credit Agreement dated as of October 20, 1997 as amended and restated by that certain First Amended and Restated Credit Agreement, dated as of September 18, 1998 (as amended to date, collectively the "Credit Agreement"), providing for making of loans and the issuance of letters of credit on the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, the Debtor has executed and delivered an Intellectual Property Security Agreement, dated as of October 20, 1997 and recorded in the records of the United States Patent and Trademark Office beginning at Reel 1667, Frame 0716 (the "IP Security Agreement"), which granted to the Former Agent a continuing security interest in all of the Debtor's Pledged Collateral (as defined in the IP Security Agreement);

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated as of March 12, 2003, (the "Purchase Agreement"), the Secured Party has succeeded the Former Agent as agent, Issuing Lender and Lender under the Credit Agreement, and the Former Agent has assigned to the Secured Party all of its right, title and interest to the collateral provided in connection with the Credit Agreement, including the Pledged Collateral;

WHEREAS, the Former Agent wishes to evidence its assignment of all of its right, title and interest under the IP Security Agreement to the Secured Party;

WHEREAS, the Secured Party wishes to evidence its assumption of all right, title and interest of the Former Agent under the IP Security Agreement; and

WHEREAS, the Debtor and the Former Agent have duly authorized the execution, delivery, and performance of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor, the Former Agent and the Secured Party agree as follows:

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 IP Security Agreement.
2. Assignment by Former Agent. The Former Agent hereby sells, assigns, transfers and conveys to the Secured Party all of its right, title and interest in, to and under the IP Security Agreement, including, without limitation, all of the Former Agent's rights and interests in and to

the Pledged Collateral. Notwithstanding anything herein to the contrary, this assignment is made without representation or warranty (express or implied) by, or recourse to, the Former Agent, except as expressly set forth in the Purchase Agreement.

3. Assumption by Secured Party. The Secured Party hereby assumes and agrees to be bound by, and undertakes to perform and discharge, all of the obligations and liabilities of the Former Agent as set forth in the IP Security Agreement.

4. Registration; Effect on the Credit Agreement and Loan Documents. This Agreement has been executed and delivered by the parties hereto for the purpose of registering the assignment of the security interest of the Former Agent to the Secured Party (as successor-in-interest to the Former Agent) in the Pledged Collateral with the United States Patent and Trademark Office. The Debtor acknowledges that the security interest granted by the Debtor pursuant to the IP Security Agreement was granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party (as successor-in-interest to the Former Agent) for its benefit under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). The Debtor affirms that the Credit Agreement and the other Loan Documents (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with their terms.

5. Acknowledgement. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Secured Party (as successor-in-interest to the Former Agent) with respect to the security interest in the Pledged Collateral granted by the Debtor pursuant to the IP Security Agreement are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. Collateral Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall constitute together but one and the same agreement.

[The remainder of this page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, this Assignment of Intellectual Property Security Agreement has been executed by the parties hereto as of the date first written above.

CHAMPLAIN MANAGEMENT SERVICES, INC., as Debtor

By: Steven P. Schenberg
Name: Steven P. Schenberg
Title: V.P.

FLEET NATIONAL BANK (f/k/a BankBoston N.A.), as resigning agent

By: _____
Name:
Title:

BAGEL ACQUISITION CORP., as Secured Party

By: _____
Name:
Title:

STATE OF)
) SS.
COUNTY OF)

On this ____ day of _____, 2003, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Bagel Acquisition Corp.

Notary Public

IN WITNESS WHEREOF, this Assignment of Intellectual Property Security Agreement has been executed by the parties hereto as of the date first written above.

CHAMPLAIN MANAGEMENT SERVICES, INC., as Debtor

By: _____
Name:
Title:

FLEET NATIONAL BANK (f/k/a BankBoston N.A.), as resigning agent

By: Corinne M. Barrett
Name: CORINNE M. BARRETT
Title: AUTHORIZED OFFICER

BAGEL ACQUISITION CORP., as Secured Party

By: _____
Name:
Title:

STATE OF)
) SS.
COUNTY OF)

On this ____ day of _____, 2003, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Bagel Acquisition Corp.

Notary Public

STATE OF)
) SS.
COUNTY OF)

On this 2nd day of MAY, 2003, there appeared before me Steven Schonberg personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Champlain Management Services, Inc.

Roberta Horrocks
Notary Public

STATE OF)
) SS.
COUNTY OF)

On this ____ day of _____, 2003, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Fleet National Bank.

Notary Public

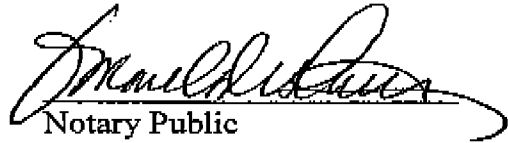
STATE OF)
) SS.
COUNTY OF)

On this ____ day of _____, 2003, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Champlain Management Services, Inc.

Notary Public

COMMONWEALTH OF)
) SS.
COUNTY OF)

On this 21st day of May, 2003, there appeared before me Carinne Barrett, personally known to me, who acknowledged that she signed the foregoing Assignment as her voluntary act and deed on behalf and with full authority of Fleet National Bank.


Notary Public

Marie A. Deslauriers
Notary Public
My Commission Expires
July 3, 2009