

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

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

1. Name of conveying party(ies):
BancBoston Investments Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment TM Collateral Agreement
- Merger
- Change of Name

Execution Date: 05/21/03

2. Name and address of receiving party(ies)

Name: Bagel Acquisition Corp.
 Internal
 Address: c/o Sun Captial 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

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

A. Trademark Application No.(s) 75/110495
75/130223, 75/260868

B. Trademark Registration No.(s) see attached list

Additional number(s) attached Yes No

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: 24

7. Total fee (37 CFR 3.41).....\$ 615

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

220440

DO NOT USE THIS SPACE

9. Signature.

Michael G. Fatall
Name of Person Signing


Signature

June 23, 2003
Date

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

ANNEX

INTENT TO USE TRADEMARK APPLICATIONS (FILED UNDER 15 U.S.C. § 1051 (B)) SHOULD NOT BE INCLUDED IN THIS ANNEX UNLESS BEING ASSIGNED WITH SUFFICIENT ASSETS OF ASSIGNOR SUCH THAT THE ASSIGNEE OF THE TRADEMARK APPLICATIONS IS A "SUCCESSOR TO THE BUSINESS OF THE APPLICANT, OR A PORTION THEREOF TO WHICH THE MARK(S) PERTAIN" AND THAT BUSINESS IS ONGOING AND EXISTING.

Trademark or Service Mark	Registrations --	
	United States Patent and Trademark Office Registration No.	Registration Date
Bruegger's	1,513,741	11/22/88
The Best Thing Round	1,776,884	6/15/93
Brueggeroons	1,781,622	7/13/93
Bruegger's Last Night's Bagels and Design	1,781,629	7/13/93
Bruegger's Bagel Bakery/Fresh Bagels & Design (circle)	1,790,827	8/31/93
Bruegger's Fresh Bagel Bakery and Design	1,790,828	8/31/93
Bruegger's	1,792,050	9/7/93
Moe's Broadway Bagel & Design	1,915,611	8/29/95
Moe's Broadway Bagel & Design	2,019,520	11/26/96
Totally Completely Obsessed with Freshness	2,020,581	12/3/96
Javahh!	2,025,050	12/24/96
Javahhccino!	2,036,828	2/11/97
We Bake Them in Small Batches All Day Long Because People Come in Small Batches All Day Long	2,047,390	3/25/97
Bruegger's Bagels Baked Fresh Design	2,054,478	4/22/97
Bruegger's Bagels Baked Fresh & Design	2,054,479	4/22/97
Leonardo Da Veggie	2,066,966	6/3/97
Totally Completely Obsessed with Freshness	2,068,610	6/10/97
Herby Turkey	2,069,340	6/10/97
Hot Shot Turkey	2,069,341	6/10/97

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	Registration No.	Registration Date
Winged Cow Design	2,071,548	6/17/97
Rodeo Chicken	2,078,988	7/15/97

Unregistered Trademark: Hot Bagel Stuffers

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	Serial No.	Filing Date
Brueggerita	75/110,495	5/28/96
Brueggie Character (Design only)	75/130,223	7/2/96
Fruit Bagel-ish	75/260,868	3/20/97

ASSIGNMENT OF TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

THIS ASSIGNMENT OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Agreement"), dated as of May 21, 2003, among Bruegger's Corporation, a Delaware corporation (herein with its successors called the "Debtor"), BancBoston Investments, Inc., as the holder of the Notes under the Securities Purchase Agreement (as defined below) (the "Former Holder"), and Bagel Acquisition Corp., a Delaware corporation, (in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Former Holder, in its capacity as the holder of the Notes (as defined in the Securities Purchase Agreement), entered into that certain Securities Purchase Agreement dated as of October 20, 1997 (as amended to date, the "Securities Purchase Agreement"), pursuant to which the Former Holder purchased the Notes (as defined in the Securities Purchase Agreement);

WHEREAS, pursuant to the Securities Purchase Agreement, the Debtor has executed and delivered a Trademark Collateral Security and Pledge Agreement, dated as of October 20, 1997 (the "Trademark Security Agreement"), which will be recorded in the records of the United States Patent and Trademark Office contemporaneously with this Agreement, and which granted to the Former Holder a continuing security interest in all of the Debtor's Pledged Trademarks (as defined in the Trademark 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 Holder under the Securities Purchase Agreement, and the Former Holder has assigned to the Secured Party all of its right, title and interest to the collateral provided in connection with the Securities Purchase Agreement, including the Pledged Trademarks;

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

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

WHEREAS, the Debtor and the Former Holder 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 Holder 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 Trademark Security Agreement.

2. Assignment by Former Holder. The Former Holder hereby sells, assigns, transfers and conveys to the Secured Party all of its right, title and interest in, to and under the

Trademark Security Agreement, including, without limitation, all of the Former Holder's rights and interests in and to the Pledged Trademarks. Notwithstanding anything herein to the contrary, this assignment is made without representation or warranty (express or implied) by, or recourse to, the Former Holder, 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 Holder as set forth in the Trademark Security Agreement.

4. Registration: Effect on Securities Purchase Agreement and Financing Agreements. 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 Holder to the Secured Party (as successor-in-interest to the Former Holder) in the Pledged Trademarks with the United States Patent and Trademark Office. The Debtor acknowledges that the security interest granted by the Debtor pursuant to the Trademark 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 Holder) for its benefit under the Securities Purchase Agreement and the other Financing Agreements (as defined in the Securities Purchase Agreement). The Debtor confirms that the Securities Purchase Agreement and the other Financing Agreements (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 Holder) with respect to the security interest in the Pledged Trademarks granted by the Debtor pursuant to the Trademark Security Agreement are more fully set forth in the Securities Purchase Agreement and the other Financing Agreements, 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 Financing Agreement executed in connection with the Securities Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Securities Purchase 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 Trademark Collateral Security and Pledge Agreement has been executed by the parties hereto as of the date first written above.

BRUEGGER'S CORPORATION, as Debtor

By: _____
Name:
Title:

BANCBOSTON INVESTMENTS, INC., as Former Holder

By: John J. Quintal
Name: JOHN J. QUINTAL
Title: Vice-President

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 of Trademark Collateral Security and Pledge Agreement as his voluntary act and deed on behalf and with full authority of Bruegger's Corporation.

Notary Public

IN WITNESS WHEREOF, this Assignment of Trademark Collateral Security and Pledge Agreement has been executed by the parties hereto as of the date first written above.


BRUEGGER'S CORPORATION, as Debtor

By: _____
Name:
Title:

BANCOSTON INVESTMENTS, INC., as Former Holder

By: _____
Name:
Title:

BAGEL ACQUISITION CORP., as Secured Party

By:  _____
Name: JASON NEIMARK
Title: VICE PRESIDENT

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 of Trademark Collateral Security and Pledge Agreement as his voluntary act and deed on behalf and with full authority of Bruegger's Corporation.

Notary Public

COMMONWEALTH 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 of Trademark Collateral Security and Pledge Agreement as his voluntary act and deed on behalf and with full authority of BancBoston Investments, Inc.

Notary Public

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

On this 13th day of MAY, 2003, there appeared before me JASON NEWMARK personally known to me, who acknowledged that he signed the foregoing Assignment of Trademark Collateral Security and Pledge Agreement as his voluntary act and deed on behalf and with full authority of Bagel Acquisition Corp.



Janine E. Cox
Commission #DD173099
Expires: Jan 30, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Janine E. Cox
Notary Public