

03-10-2003



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

3-5-03

RECEIVED TI

102385122

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.

<p>1. Name of conveying party(ies):</p> <p>BRUEGGER'S CORPORATION, a Delaware Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>BancBoston Investments Inc., as Collateral Agent</u></p> <p>Internal</p> <p>Address: _____</p> <p>Street Address: <u>175 Federal Street</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>MASSACHUSETTS</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other <u>Security & Pledge Agreement</u></p> <p>Execution Date: _____</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>see attached</u></p> <p><u>Schedule B</u></p> <p>B. Trademark Registration No.(s) <u>see attached</u></p> <p><u>Schedule A</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Andrew Nash</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>Bingham McCutchen LLP</u></p> <p><u>150 Federal Street</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u></p>	<p>6. Total number of applications and registrations involved: 24</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>615.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
DO NOT USE THIS SPACE	
<p>9. Signature.</p> <p><u>Andrew Nash</u> <u><i>Andrew Nash</i></u> <u>March 5, 2003</u></p> <p>Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 24</p>	

03/07/2003 LINDSEY 00000189 1513741

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

01 FC:1521 02 FC:1522

40.00 OP 375.00 IP

sent via U.S. Postal Express on March 5, 2003

TRADEMARK REEL: 002686 FRAME: 0487

SCHEDULE A**Trademarks and Trademark Registrations**

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

SCHEDULE B

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
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

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of October 20, 1997, between **BRUEGGER'S CORPORATION**, a Delaware corporation having its principal place of business at 159 Bank Street, P.O. Box 1082, Burlington, Vermont 05402, (the "Assignor"), and **BANCBOSTON INVESTMENTS INC.**, a Massachusetts corporation ("BBI") having an office at 175 Federal Street, Boston, Massachusetts 02110, as collateral agent (BBI in such capacity is hereinafter referred to as the "Agent") for the holders from time to time of the Notes, as hereinafter defined (collectively, the "Holders") which are, or may in the future become, parties to a Securities Purchase Agreement dated as of October 20, 1997 (as amended and in effect from time to time, the "Securities Purchase Agreement"), between the Assignor and BBI.

WHEREAS, it is a condition precedent to BBI's entering into the Securities Purchase Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Holders and the Agent, a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Agent, for the benefit of the Holders and the Agent, the Security Agreement (as defined in the Securities Purchase Agreement), pursuant to which the Assignor has granted to the Agent, for the benefit of the Holders and the Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Securities Purchase Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including development agreements and franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for

all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all rights and interests of the Assignor pursuant to any and all written agreements, now existing or hereafter acquired, to which the Assignor is a party, granting any right to use any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties, including the right (but not the obligation) in the name of the Assignor or (after an Event of Default) the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All present or future federal, state, local and foreign registrations of the Trademarks, all present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or (after an Event of Default) the Agent, and to take any and all reasonable actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or (after an Event of Default) the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the

Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest: Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Holders and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Holders and the Agent. In addition, the Assignor has executed in blank and delivered to the Agent a conditional assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks only upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant of a security interest in, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Holders and the Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance as to the Pledged Trademarks shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Notes is automatic under the Securities Purchase Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Agent, for the benefit of the Holders and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks)

thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant of security interest, conditional assignment, conditional transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

2.4. Assignor's Retention of Rights Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Securities Purchase Agreement, Security Agreement and this Trademark Agreement, Assignor shall remain in full possession, enjoyment and control of all of its rights, title and interest in the Pledged Trademarks, and each individual mark, including the rights to manage, operate and use the Pledged Trademarks and each individual mark, with all the rights pertaining thereto and all of the goodwill embodied in and associated with such Pledged Trademarks and each individual mark shall inure to the benefit of the Assignor.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations except as set forth on Schedule 4(m)(iv) of the Share Exchange Agreement; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable except as set forth on Schedule 4(m)(iv) of the Share Exchange Agreement; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights except as set forth on Schedule 4(m)(iv) of the Share Exchange Agreement; (v) no claim of which the Assignor has received notice, has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others except as set forth on Schedule 4(m)(iv) of the

Share Exchange Agreement; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens and encumbrances, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and conditional assignment created by the Security Agreement and this Trademark Agreement except as set forth on Schedule 4(m)(iv) of the Share Exchange Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms except as set forth on Schedule 4(m)(iv) of the Share Exchange Agreement and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and conditional assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Agent and the Holders and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent, and except for licenses of and franchise agreements involving the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall on a quarterly basis provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

6.2. Amendment to Exhibit A and Annex. The Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Holders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Holder in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel.

7.2. Assignor's Right's and Duties, etc. The Assignor shall have the right and the duty, through trademark counsel, to prosecute reasonably diligently any trademark applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations except with respect to the trademarks involved in any of the matters described in Schedule 4(m)(iv) of the Share Exchange Agreement. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action it deems reasonably necessary or

appropriate in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights except with respect to the trademarks involved in any of the matters described in Schedule 4(m)(iv) of the Share Exchange Agreement. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Holder to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including legal fees, incurred by the Agent pursuant to this §7.3.

7.4. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks) other than the events described in Schedule 4(m)(iv) of the Share Exchange Agreement.

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Securities Purchase Agreement, the Security Agreement and any related agreements, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts) and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Written notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under

applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Agent, after ten days written notice to Assignor, providing Assignor such period to remedy such failure, in its own name or that of the Assignor, may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Holders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as reasonably necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks, except with respect to those trademarks involved in the matters described in Schedule 4(m)(iv) of the Share Exchange Agreement.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted to the Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Securities Purchase Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY HOLDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT,

SCHEDULE A**Trademarks and Trademark Registrations**

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
Winged Cow Design	2,071,548	6/17/97
Rodeo Chicken	2,078,988	7/15/97

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

Unregistered Trademark: Hot Bagel Stuffers

Trademark or Service Mark	Registrations -- Colorado	
	Registration No.	Registration Date
Moe's Broadway Bagel	921087768	9/8/92

Trademark or Service Mark	Registrations -- Canada	
	Registration No.	Registration Date
Bruegger's Bagel Bakery/Fresh Bagels & Design (circle)	431,808	8/12/94
Bruegger's Fresh Bagel Bakery & Design	432,795	9/2/94
The Best Thing Round	452,098	12/22/92

Trademark or Service Mark	Pending Applications -- Canada	
	Serial No.	Filing Date
Bruegger's	728,625	5/7/95
Javahh!	811,271	4/30/96
Single Baker/Single Bagel Design	811,272	4/30/96
Totally Completely Obsessed With Freshness	811,273	4/30/96
Bruegger's Bagels Baked Fresh & Design	811,274	4/30/96
We Bake Them In Small Batches All Day Long Because People Come In Small Batches All Day Long	811,275	4/30/96
Javahhccino	811,276	4/30/96
Trademark or Service Mark	Pending Applications -- European Union	
	Serial No.	Filing Date
Bruegger's	158,402	4/1/96
Trademark or Service Mark	Pending Applications -- Australia	
	Serial No.	Filing Date
Bruegger's Bagels Baked Fresh & Design	713109	8/96

ASSIGNMENT OF FEDERALLY REGISTERED TRADEMARKS (U.S.)

WHEREAS, BRUEGGER'S CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 159 Bank Street, P.O. Box 1082, Burlington, Vermont 05402 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a corporation organized and existing under the laws of the _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Federally Registered Trademarks (U.S.) is intended to and shall take effect as a sealed instrument only at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above, inserting the date, and signing its acceptance of this Assignment of Federally Registered Trademarks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, _____.

BRUEGGER'S CORPORATION

By: _____
Title:

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