

03-31-2003

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

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

1. Name of conveying party(ies):

FLEISCHER'S BAGELS LLC

3-27-03

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability co--NY
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: March 25, 2003

2. Name and address of receiving party(ies)

Name: MANUFACTURERS AND TRADERS TRUST  
COMPANY

Internal Address: \_\_\_\_\_

Street Address: One M&T Plaza

City: Buffalo State: NY Zip: 14240

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- 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

OFFICE OF PUBLIC RECORDS  
203 MAR 27 PM 3:04  
FINANCE SECTION

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,191,953

Additional number(s) attached  Yes  No

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

Name: Woods Oviatt Gilman LLP  
Attn: W. Stephen Tierney, Esq.  
Internal Address: \_\_\_\_\_

Street Address: 700 Crossroads Building

2 State Street

City: Rochester State: NY Zip: 14614

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: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

W. Stephen Tierney, Esq.  
Name of Person Signing

Signature

March 26, 2003  
Date

Total number of pages including cover sheet, attachments and document: 4

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

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TRADEMARK  
REEL: 002701 FRAME: 0843

## TRADEMARK SECURITY AGREEMENT – SHORT FORM

TRADEMARK SECURITY AGREEMENT dated March 25, 2003 made by **FLEISCHER'S BAGELS LLC**, a New York limited liability company having its principal place of business at 1688 North Wayneport Road, Macedon, New York 14502 (the "**Grantor**"), in favor of **Manufacturers and Traders Trust Company ("M&T")**, having its principal place of business at One M&T Plaza, Buffalo, New York 14240, as the "**Grantee**" (each as defined in the Credit Agreement referred to below).

The Grantor is party to the Credit Agreement dated March 25, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with M&T. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor and the Grantee entered into a Security Agreement dated March 25, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") with the other grantors party thereto, pursuant to which the Grantor has granted to the Grantee a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (the "**Trademark Collateral**") and the goodwill of the business symbolized thereby.

The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

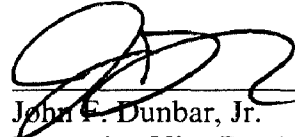
1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.

2. The Grantor grants to the Grantee a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

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

**FLEISCHER'S BAGELS LLC**

By:



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John F. Dunbar, Jr.  
Executive Vice President

**SCHEDULE A**

**TRADEMARK COLLATERAL**

Trademark: Fleischer's Bagels

Jurisdiction of  
Registration: United States Patent and Trademark Office

Registration #: 2,191,953

Date of Registration: September 29, 1998

Trademark was registered by Fleischer's Bagels, Inc. Such trademark has been assigned to Fleischer's Bagels LLC in connection with an asset purchase.

No pending applications.