

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Champlain Management Services, Inc.		08/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bruegger's Enterprises, Inc.
Street Address:	5200 Town Center Circle
Internal Address:	Suite 470
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2054916	BAGELNET

CORRESPONDENCE DATA	
Fax Number:	(312)861-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-861-2000
Email:	ccasey@kirkland.com
Correspondent Name:	Peter Spingola, Esq.
Address Line 1:	200 East Randolph Drive
Address Line 2:	Suite 5300
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38233-75
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NAME OF SUBMITTER:	Peter Spingola, Esq.
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Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this August 6, 2003 ("Effective Date"), by and between Champlain Management Services, Inc., a Delaware corporation, with its principal office at 159 Bank Street, P.O. Box 1082, Burlington, VT 05402 ("Assignor"), and Bruegger's Enterprises, Inc., a Delaware corporation, with its principal office at 5200 Town Center Circle, Suite 470, Boca Raton, FL 33486 ("Assignee").

WHEREAS, Assignor, Bagel Acquisition Corp., a Delaware corporation ("BAC") and each of Champlain Leasing, LLC, a Delaware limited liability company ("Leasing"), Norstar Bagel Bakeries, Inc., a Minnesota corporation ("Norstar"), Tarheel Bagels, Inc., a North Carolina corporation ("Tarheel"), Iron City Bagels, Inc., a corporation incorporated in the Commonwealth of Pennsylvania ("Iron City"), Baystate Bagels, Inc., a corporation incorporated in the Commonwealth of Massachusetts ("Baystate Bagels"), Uptown Bagels, Inc., a corporation incorporated in the Commonwealth of Massachusetts ("Uptown Bagels"), and Lethe LLC, a Delaware limited liability company ("Lethe, together with Leasing, Norstar, Tarheel, Iron City, Baystate Bagels and Uptown Bagels, collectively (the "Other CMS Entities") are parties to that certain Asset Purchase Agreement dated as of August 6, 2003 (the "Agreement"), pursuant to which Assignor and the Other CMS Entities have agreed to sell and BAC has agreed to purchase, certain assets, as set forth in the Agreement;

WHEREAS, BAC and Assignee are parties to that certain Assignment Agreement dated as of the date hereof, pursuant to which BAC assigned to Assignee BAC's right to purchase certain assets, including without limitation the Marks (as defined below), as set forth in the Assignment Agreement;

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark applications and registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications

therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor covenants that, upon the request of Assignee or its successors and assigns, Assignor shall cooperate fully in, and promptly execute all documents, papers, forms and authorizations and to do such other acts as may be reasonably necessary and proper for, transferring and delivering to Assignee all right, title and interest in and to the Marks together with the goodwill connected with and symbolized by the Marks.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CHAMPLAIN MANAGEMENT SERVICES, INC.

BRUEGGER'S ENTERPRISES, INC.

Steven P. Schenberg
Name: Steven P. Schenberg
Title: VP

Name: _____
Title: Vice President

STATE OF VT)
) SS.
COUNTY OF Chittenden)

On this 5th day of Aug, there appeared before me Steven P. Schenberg, 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.

Diane M. McIntyre
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

On this ___ day of _____, 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 Bruegger's Enterprises, Inc.

Notary Public

SCHEDULE A

U.S. Trademark Applications and Registrations

Name	Number	Issue Date
BAGELNET	2054916	4/22/97