

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
Bruegger's Corporation		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: 20

Property Type	Number	Word Mark
Registration Number:	1792050	BRUEGGER'S
Registration Number:	1513741	BRUEGGER'S
Registration Number:	1790827	BRUEGGER'S BAGEL BAKERY FRESH BAGELS
Registration Number:	2054479	BRUEGGER'S BAGELS BAKED FRESH
Registration Number:	1790828	BRUEGGER'S FRESH BAGEL BAKERY
Registration Number:	1781622	BRUEGGEROONS
Registration Number:	2069340	HERBY TURKEY
Registration Number:	2069341	HOT SHOT TURKEY
Registration Number:	2025050	JAVAHH!
Registration Number:	2036828	JAVAHHCINO!
Registration Number:	2066966	LEONARDO DA VEGGIE
Registration Number:	2123032	
Registration Number:	2071548	
Registration Number:	2054478	

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Registration Number:	2078988	RODEO CHICKEN
Registration Number:	2706982	SOFTWICH
Registration Number:	1776884	THE BEST THING ROUND
Registration Number:	2020581	TOTALLY COMPLETELY OBSESSED WITH FRESHNESS
Registration Number:	2068610	TOTALLY COMPLETELY OBSESSED WITH FRESHNESS
Registration Number:	2047390	WE BAKE THEM IN SMALL BATCHES ALL DAY LONG BECAUSE PEOPLE COME IN SMALL BATCHES ALL DAY LONG

CORRESPONDENCE DATA

Fax Number: (312)861-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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

NAME OF SUBMITTER:

Peter Spingola, Esq.

Total Attachments: 6

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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 Bruegger's Corporation, 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 and Bagel Acquisition Corp., a Delaware corporation ("BAC") are parties to that certain Asset Purchase Agreement dated as of August 6, 2003 (the "Agreement"), pursuant to which Assignor has 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 and the foreign trademark applications and registrations set forth on Schedule B 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.]

SCHEDULE A**U.S. Trademark Applications and Registrations**

<u>Name</u>	<u>Number</u>	<u>Issue Date</u>
BRUEGGER'S	1792050	9/7/93
BRUEGGER'S	1513741	11/22/88
BRUEGGER'S BAGEL BAKERY FRESH BAGELS	1790827	8/31/93
BRUEGGER'S BAGELS BAKED FRESH	2054479	4/22/97
BRUEGGER'S FRESH BAGEL BAKERY	1790828	8/31/93
BRUEGGEROONS	1781622	7/13/93
HERBY TURKEY	2069340	6/10/97
HOT SHOT TURKEY	2069341	6/10/97
JAVAHH!	2025050	12/24/96
JAVAHHCINO!	2036828	2/11/97
LEONARDO DA VEGGIE	2066966	6/3/97
MISC. DESIGN	2123032	12/23/97
MISC. DESIGN	2071548	6/17/97
MISC. DESIGN	2054478	4/22/97
RODEO CHICKEN	2078988	7/15/97
SOFTWICH	2706982	4/15/03
THE BEST THING ROUND	1776884	6/15/93
TOTALLY COMPLETELY OBSESSED WITH FRESHNESS	2020581	12/3/96
TOTALLY COMPLETELY OBSESSED WITH FRESHNESS	2068610	6/10/97
WE BAKE THEM IN SMALL BATCHES ALL DAY LONG BECAUSE PEOPLE COME IN SMALL BATCHES ALL DAY LONG	2047390	3/25/97

SCHEDULE B

Foreign Trademark Applications and Registrations

<u>Name</u>	<u>Country</u>	<u>Number</u>	<u>Issue Date</u>
WE BAKE THEM IN SMALL BATCHES ALL DAY LONG BECAUSE PEOPLE COME IN SMALL BATCHES ALL DAY LONG	Canada	TMA493263	4/20/1998
TOTALLY COMPLETELY OBSESSED WITH FRESHNESS	Canada	TMA513637	7/29/1999
JAVAHH!	Canada	TMA532013	8/31/2000
THE BEST THING ROUND	Canada	TMA452098	12/22/1995
BRUEGGER'S BAGEL BAKERY FRESH BAGELS & DESIGN	Canada	TMA431808	8/12/1994
JAVAHCCINO!	Canada	TMA500265	9/9/1998
BRUEGGER'S BAGELS BAKED FRESH & DESIGN	Canada	TMA493248	4/20/1998
SINGLE BAKER/SINGLE BAGEL & DESIGN	Canada	TMA493249	4/20/1998
BRUEGGER'S FRESH BAGEL BAKERY & DESIGN	Canada	TMA432795	9/2/1994
BRUEGGER'S	Canada	TMA469640	1/24/1997
BRUEGGER'S	CTM (Europe)	158402	6/25/1998