

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Einstein and Noah Corp		03/28/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AmSouth Bank, as Agent, c/o AmSouth Capital Corp.
Street Address:	599 Lexington Avenue
Internal Address:	45th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Banking Institution:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78492275	
Serial Number:	78492283	
Serial Number:	78492399	
Serial Number:	78492417	
Serial Number:	78492465	EINSTEIN BROS. CAFÉ
Serial Number:	78492511	EINSTEIN BROS. CAFÉ

CORRESPONDENCE DATA

Fax Number: (212)836-8026
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-836-7319
 Email: psomelofske@kayescholer.com
 Correspondent Name: Paul Somelofske
 Address Line 1: 425 Park Avenue
 Address Line 2: 14-B
 Address Line 4: New York, NEW YORK 10022-3598

TRADEMARK

900022439

REEL: 003059 FRAME: 0518

CH \$165.00 78492275

NAME OF SUBMITTER:	Paul Somelofske
Signature:	/paul somelofske/
Date:	04/05/2005
Total Attachments: 4 source=Assignment for Security -TM - Einstein and Noah Corp#page1.tif source=Assignment for Security -TM - Einstein and Noah Corp#page2.tif source=Assignment for Security -TM - Einstein and Noah Corp#page3.tif source=Assignment for Security -TM - Einstein and Noah Corp#page4.tif	

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Einstein and Noah Corp. (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered or filed with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

WHEREAS, when the Secured Obligations have been indefeasibly paid and performed in full, the Commitments have been terminated and all outstanding Letters of Credit have been canceled or have expired, this Assignment for Security shall terminate and Assignee, at the expense of Assignor, will execute and deliver to Assignor all instruments reasonably requested by Assignor to acknowledge and evidence termination of this Assignment for Security and will release the Trademarks from the security interest created hereby and under the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o AmSouth Capital Corp., 599 Lexington Avenue, 45th
Floor, New York, New York 10022.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 28 day of March, 2005.

EINSTEIN AND NOAH CORP.

By: 
Name: Jill B.W. Sisson
Title: Corporate Secretary

SCHEDULE A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Trademark / Trademark Application	Registration Date (Application Date)	Registration Number (Application Serial Number)
	(09/30/2004)	(78/492,275)
	(09/30/2004)	(78/492,283)
	(09/30/2004)	(78/492,399)
	(09/30/2004)	(78/492,417)
EINSTEIN BROS. CAFÉ	(09/30/2004)	(78/492,465)
EINSTEIN BROS. CAFÉ	(09/30/2004)	(78/492,511)