

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABP Corporation		07/15/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited Liability Company: MARYLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1270374	AU BON PAIN
Registration Number:	1134895	AU BON PAIN
Registration Number:	1757444	AU BON PAIN
Serial Number:	78333609	AU BON PAIN
Registration Number:	2854475	AU BON PAIN
Registration Number:	2655972	AU BON PAIN
Registration Number:	2668280	AU BON PAIN
Registration Number:	2792459	AU BON PAIN
Registration Number:	2534803	AUBONPAIN.COM
Serial Number:	78521154	ALWAYS SOMETHING NEW
Registration Number:	2203593	AU BON PAIN THE BAKERY CAFE
Serial Number:	78540959	BE KIND
Serial Number:	78540958	CHOCO BON LOCO

CH \$515.00 1270374

Serial Number:	78443958	FROZEN BLASTS
Serial Number:	78272092	MANGO BLAST
Registration Number:	2146927	MOCHA BLAST
Serial Number:	78446954	THE PLACE YOU'LL WANT TO BE
Serial Number:	78272094	GREEN TEA BLAST
Registration Number:	2939859	AU BON PAIN
Serial Number:	78505961	ZERO GRAMS TRANS FAT

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (617) 856-8145
Email: IP@brownrudnick.com
Correspondent Name: Mark S. Leonardo
Address Line 1: One Financial Center
Address Line 2: Brown Rudnick Berlack Israels LLP
Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	08/03/2005

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of July 15, 2005 (this "Agreement"), made by and between **ABP CORPORATION**, a Delaware corporation (and successor by merger to ABP Corporation, a Delaware corporation, and ABP Acquisition Holdings Corporation, a Delaware corporation) (the "Borrower"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative agent (in such capacity, the "Agent") for itself and certain other Lenders (defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of even date hereof by and among the Borrower, Agent and the lenders party thereto (collectively, the "Lenders") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Security Agreement entered into pursuant thereto (the "Security Agreement"), the Borrower has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Trademarks and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Borrower under the Loan Documents; and

WHEREAS, the Borrower is the owner of the entire right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, the Borrower hereby agrees with the Agent and Lenders as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement and Security Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. To secure the prompt and complete payment when due and satisfaction of the Obligations, the Borrower hereby grants, assigns and conveys to Agent for the benefit of itself and the Lenders a security interest in and collateral assignment of all of Borrower's now existing or hereafter acquired or existing right, title and interest in (i) its respective trademarks (registered and unregistered), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and

Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all reissues, extensions or renewals of any of the foregoing; (iii) the entire goodwill of the Borrower's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature and all proprietary rights in and to the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"), the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of Borrower's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing, including without limitation, all income, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (together with the Trademarks, referred to collectively as the "Trademark Collateral").

3. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by the Borrower for the purpose of evidencing Agent's and Lenders' security interest in and Borrower's collateral assignment of the Trade Collateral and recording such security interest and collateral assignment with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Borrower, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Assignments of Trademarks and Goodwill.** In addition to all other rights granted to the Agent under the Credit Agreement, the Security Agreement and this Agreement, effective only upon an Event of Default under the Credit Agreement and during the continuance thereof, upon notice by Agent to the Borrower, Borrower hereby sells, assigns, transfers and sets over to the Agent for the benefit of itself and the Lenders, Borrower's entire right, title and interest in and to all Trademark Collateral including, without limitation, the goodwill of Borrower's business connected with and symbolized by the Trademarks.

5. **Representations and Warranties.** The Borrower represents and warrants that:
- (a) the Trademarks are valid and subsisting and in good standing;
 - (b) each of the Trademarks identified on Schedule 1 hereto, is valid and enforceable and, to the knowledge of the Borrower, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
 - (c) the Borrower is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens (other than the liens granted herein and in the Security Agreement), charges and encumbrances, each of the Trademarks;
 - (d) the Borrower has good and marketable title to, free and clear of any liens (other than the liens granted herein and in the Security Agreement), charges and encumbrances, the Trademarks; and
 - (e) the Borrower has the legal right and authority to enter into this Agreement and perform its terms.

6. **Covenants Regarding Trademark Collateral.**

- (a) In no event shall Borrower, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Agent written notice thereof within ten (10) business days before the filing thereof, and, upon request of Agent, Borrower shall execute and deliver any and all supplements to this Agreement as Agent may request to evidence Agent's Lien on such Trademark and the general intangibles of Borrower relating thereto or represented thereby.
- (b) Borrower shall take all actions necessary or reasonably requested by Agent to maintain and pursue (and not abandon) each application, to obtain the relevant registration and to maintain the registration of each Trademark (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of non-contestability and opposition and interference and cancellation proceedings, unless Borrower shall determine in its good faith business judgment that such Trademark is not material to the conduct of its business.
- (c) In the event that Borrower knows that any of the Trademark Collateral is infringed upon, or misappropriated or diluted by a third party, Borrower shall notify Agent thereof and enter or cause the Borrower to enter into a supplement to this Security Agreement, granting to Agent a Lien in the such commercial tort claim. Borrower shall, unless it shall determine in its good faith business judgment that such Trademark Collateral (or such infringement, misappropriation or dilution) is in no way material to the conduct of its business or operations, promptly sue for or otherwise negotiate a settlement with respect to infringement, misappropriation or dilution and, where commercially reasonable, recover any and all damages for such infringement, misappropriation or dilution, and/or, upon Agent's request, shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Trademark Collateral.

7. **Termination; Release of Collateral.** This Agreement and all obligations of the Borrower and the Agent hereunder shall terminate on the date upon which the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) are indefeasibly paid and satisfied in full in immediately available funds and all commitments and other obligations of the Agent and Lenders to the Borrower have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Agent shall, at the expense of the Borrower, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

8. **Acknowledgement.** The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment and security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

9. **Binding Effect; Benefits.** This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

10. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

**ABP CORPORATION,
as Borrower**

By: Susan Morelli
Name: Susan Morelli
Title: President

**CAPITALSOURCE FINANCE LLC,
as Agent**

By: _____
Name:
Title:

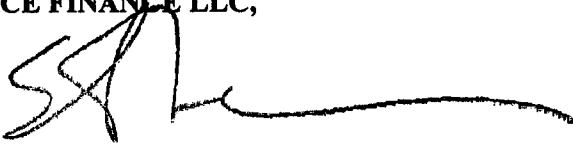
[Signature Page to Trademark Security Agreement – ABP]

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

**ABP CORPORATION,
as Borrower**

By: _____
Name: Susan Morelli
Title: President

**CAPITALSOURCE FINANCE LLC,
as Agent**

By: _____
Name: 
Title: Steven A. Museles
Senior Vice President

[Signature Page to Trademark Security Agreement – ABP]

Schedule 1

Registered and Unregistered Trademarks

United States	AU BON PAIN	1,270,374	Bakery store services (Class 42)	ABP Corporation	Registered 13-Mar-84	Renewal	3/13/14
United States	AU BON PAIN	1,134,895 (Supplemental Register)	Bakery products, namely, bread and pastry for consumption on or off the premises (Class 30)	ABP Corporation	Registered 06-May-80	Renewal	5/6/10
United States	AU BON PAIN	1,757,444	Restaurant services (Class 42)	ABP Corporation	Registered 09-Mar-93	Renewal	3/9/13
United States	AU BON PAIN	78/333,609	Garden salads; vegetable salads; fruit salads; caesar salads; chef salads; tuna salads; nicoise salads; grilled chicken salads; mediterranean salads; soups; luncheon meats; cheese; nuts; cream cheese; yogurt; candied fruit, namely, fruit sours; chili; tuna fish (Class 29); Sandwiches; wraps; bakery goods and bakery products; desserts; cookies; pastries; muffins; bagels; breads; croissants; rolls; macaroni salads; pasta salads; rice salads; coffee; iced coffee beverages; tea; iced tea; jelly beans (Class 30); and Fruit juice and soft drinks (Class 32)	ABP Corporation	Filed 26-Nov-03 -12/29/04 PTO issued Notice of Publication	Await Certificate of Registration	N/A

United States	au bon pain	2,854,475	International Class: 035 retail bakery shops International Class: 043 restaurant services and catering services	ABP Corporation	Registered 15-June-04	Declaration of Use	Between 6/15/09 and 6/15/10
United States	au bon pain	2,655,972	Retail bakery shops (Class 35) and restaurant services and catering services (Class 42)	ABP Corporation	Registered 03-Dec-02	Declaration of Use	Between 12/3/07 & 12/3/08
United States	au bon pain	2,668,280	Soups and garden salads (Class 29); bakery products, namely, breads, muffins, sandwiches, coffee and tea (Class 30); fruit juice and soft drinks (Class 32)	ABP Corporation	Registered 31-Dec-02	Declaration of Use	Between 12/31/07 & 12/31/08
United States	au bon pain	2,792,459	Soups and salads (Class 29); bakery products, namely, breads, muffins, bagels, croissants and pastry, sandwiches and beverages, namely, coffee, tea (Class 30); fruit juice and soft drinks (Class 32)	ABP Corporation	Registered 09-Dec-03	Declaration of Use	Between 12/9/08 & 12/9/09
United States	AUBONPAIN.COM	2,534,803	Catering services offered via a global computer information network	ABP Corporation	Registered 29-Jan-02	Declaration of Use	Between 1/29/07 & 1/29/08
United States	ALWAYS SOMETHING NEW	78/521,154	Retail bakery shops (Class 35) Restaurant services & catering services (Class 43)	ABP Corporation	Filed 22-Nov-04 Approved for Publication 04-Mar-05	Awaiting further correspondence	N/A
United States	au bon pain THE BAKERY CAFÉ	2,203,593	Retail bakery shops (Class 35); and restaurant services (Class 42)	ABP Corporation	Registered 17-Nov-98	Renewal	11/17/2008

United States	BE KIND	78/540,959	Retail bakery shops (Class 35); Restaurant and Catering Services (Class 43)	ABP Corporation	Filed 03-Jan-05 Approved for Publication 04-Mar-05	Awaiting further correspondence	N/A
United States	CHOCO BON LOCO	78/540,958	Prepared cocoa & cocoa-based beverages; hot chocolate & chocolate-based beverages (Intl Class 30)	ABP Corporation	Filed 03-Jan-05 Office Action Issued 18-Feb-05	Response to Office Action	8/18/05
United States	FROZEN BLASTS	78/443,958	Fruit based soft drinks flavoured with tea; non-carbonated coffee and chocolate flavored semi-frozen drinks; blended fruit drinks; non-alcoholic beverages containing ice cream (Class 32)	ABP Corporation	Filed 30-June-04 Approved for Publication 30-March-05	Await further correspondence	N/A
United States	MANGO BLAST	78/272,092	Fruited-based soft drinks flavored with tea (Class 32)	ABP Corporation	Filed 9-Jul-03 PTO issued Notice of Allowance 6/15/04 Filed Allegation of Use On 12/8/04 PTO issued OA re: specimen	Response to OA	6/08/04
United States	MOCHA BLAST	2,146,927	Non-carbonated coffee and chocolate flavoured semi-frozen drinks (Class 32)	ABP Corporation	Registered 31-Mar-98	Renewal	3/31/08
United States	THE PLACE YOU'LL WANT TO BE	78/446,954	Retail bakery shops (Class 35) Restaurant services & catering services (Class 43)	ABP Corporation	Filed 07-Jul-04 Approved for Publication 23-Feb-05	Await further correspondence	N/A

United States	ZERO GRAMS	TRANS FAT	78/505,961	Bakery Goods (Class 30)	ABP Corporation	Filed 26-Oct-04	Await further correspondence	N/A
Virgin Islands	au bon pain THE BAKERY CAFÉ		1503	Restaurant, self-service restaurant and canteen services; catering services (Class 42)	ABP Holdings, Inc.	Registered 15-Jul-97	Renewal	6/3/05
New York	AU BON PAIN		SI17971	Goods: bakery store services and restaurant services (Class 42)	ABP Holdings, Inc.	Registered 12-May-82	Renewal	12-May-12
Tennessee	AU BON PAIN		7223251	Goods: bakery and café services (napkins, signs, advertising materials) Class 101	ABP Holdings, Inc.	Registered 10-Nov-87	Renewal	10-Nov-07
Texas	AU BON PAIN		46275	Goods: bakery and café services (napkins, signs, advertising materials) Class 42	ABP Holdings, Inc.	Registered 15-May-86	Renewal	15-May-06
United States	AU BON PAIN		2939859		ABP Corporation			
United States	GREEN TEA BLAST		78272094		ABP Corporation			

TRADEMARK