



08-12-2005

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

<div style="display: flex; justify-content: space-between;"><div>8/10/05</div><div>RECO TR-103060994</div><div></div></div>	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<b>1. Name of conveying party(ies):</b> Bagels, Inc.  <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</div><div><input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership   </div></div> Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No  Name: <u>Manufacturers and Traders Trust Company</u> Internal Address: _____ Street Address: <u>One M&amp;T Plaza</u> City: <u>Buffalo</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>14240</u>  <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>New York</u> <input type="checkbox"/> Other _____ Citizenship _____  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
<b>3. Nature of conveyance )/Execution Date(s) :</b> Execution Date(s) <u>July 22, 2005</u>  <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____</div><div><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name  </div></div>	
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,191,953 2,936,230 78/404,836</u> <div style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>2,191,953--Fleischer's Bagels</u> <u>2,936,230--Fleischer's</u> <u>78/404,836--Fleischer's Bagels Carb Trimmer</u>	
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>W. Stephen Tierney, Esq.</u>  Internal Address: <u>Woods Oviatt Gilman LLP</u>   Street Address: <u>700 Crossroads Building, 2 State Street</u>   City: <u>Rochester</u> State: <u>New York</u> Zip: <u>14614</u> Phone Number: <u>585.987.2839</u> Fax Number: <u>585.987.2939</u> Email Address: <u>wtierney@woodsoviatt.com</u>	<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">3</span>  <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>90.00</u> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</div></div> <b>8. Payment Information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____
<b>9. Signature:</b>  _____ Signature _____ Date <u>August 8, 2005</u> _____ W. Stephen Tierney, Esq. Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">4</span> Name of Person Signing	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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01 FC:8521  
02 FC:8522

40.00 DP  
50.00 DP

TRADEMARK  
REEL: 003206 FRAME: 0835

## TRADEMARK SECURITY AGREEMENT – SHORT FORM

TRADEMARK SECURITY AGREEMENT dated July 22, 2005 made by **BAGELS, INC.**, a Delaware corporation 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 Facility Agreement dated July 22, 2005 (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 July 22, 2005 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) 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 the 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.

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**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.

**BAGELS, INC.**

By: 

Name: Raymond H. Kingsbury

Title: 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, and then to Bagels, Inc., in connection with an asset purchase.

Trademark: Fleischer's

Jurisdiction of  
Registration: United States Patent and Trademark Office

Registration #: 2,936,230

Date of Registration: March 29, 2005

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

Trademark: Fleischer's Bagels Carb Trimmer

Jurisdiction of  
Registration: United States Patent and Trademark Office

Registration #: 78/404,836

Date of Registration: April 20, 2004

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

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