

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
LA MADELEINE, INC.		04/24/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC., AS AGENT
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1393439	FRENCH BAKERY
Registration Number:	1645635	HOME AWAY FROM HOME
Registration Number:	3003267	LA MADELEINE
Registration Number:	1614450	LA MADELEINE
Registration Number:	2785408	LA MADELEINE
Registration Number:	2272692	LA MADELEINE CUISINE
Registration Number:	1538543	LA MADELEINE FRENCH BAKERY WOOD BURNING OVEN
Registration Number:	2743781	YOUR PART OF FRANCE
Serial Number:	78632476	TAKE HOME A LITTLE FRENCH DISH
Serial Number:	78673613	CV
Serial Number:	78673657	LA CUISINE VITALE LA MADELEINE BAKERY CAFE BISTRO

CORRESPONDENCE DATA

900047588

TRADEMARK
REEL: 003297 FRAME: 0750

CH \$290.00 1393439

Fax Number: (213)830-8743

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen

Address Line 1: 355 South Grand Avenue

Address Line 2: Suite 4400

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

3004422.318729

NAME OF SUBMITTER:

Kimberley A. Lathrop

Signature:

/Kimberley A. Lathrop/

Date:

04/26/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 24th day of April, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated April 24, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among **LA MADELEINE, INC.**, a Texas corporation ("Parent"), and each of Parent's Subsidiaries signatory thereto (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower" and collectively, as "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the First Priority Security Interest Holders, Second Priority Security Interest Holders and Third Priority Security Interest Holders, that certain Security Agreement, dated April 24, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the First Priority Security Interest Holders, Second Priority Security Interest Holders and Third Priority Security Interest Holders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the First Priority Security Interest Holders, Second Priority Security Interest Holders and Third Priority Security Interest Holders (having the priorities set forth in Sections 2(a)-2(c) and 5(d)), continuing security interests in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or

any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the First Priority Security Interest Holders, Second Priority Security Interest Holders and Third Priority Security Interest Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

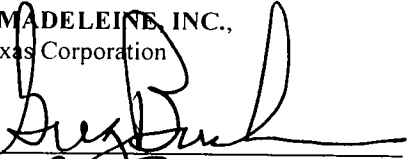
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS, ETC. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto. As set forth in the Security Agreement, this Trademark Security Agreement is governed by New York law.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

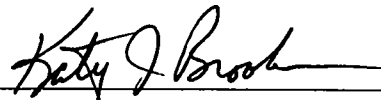
LA MADELEINE INC.,
a Texas Corporation

By: 
Name: Greg Buchanan
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation,
as Agent

By: 

Name: Katy J. Brooks

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
La Madeleine, Inc.	USA	FRENCH BAKERY & DESIGN	1393439	10/24/83
La Madeleine, Inc.	USA	HOME AWAY FROM HOME	1645635	05/29/90
La Madeleine, Inc.	USA	LA MADELEINE	3003267	09/09/03
La Madeleine, Inc.	USA	LA MADELEINE	1614450	01/08/90
La Madeleine, Inc.	USA	LA MADELEINE & DESIGN (New Logo)	2785408	07/18/01
La Madeleine, Inc.	USA	LA MADELEINE CUISINE	2272692	02/21/97
La Madeleine, Inc.	USA	LA MADELEINE FRENCH BAKERY WOOD BURNING OVEN & DESIGN	1538543	10/24/83
La Madeleine, Inc.	USA	YOUR PART OF FRANCE	2743781	07/18/01
La Madeleine, Inc.	USA	TAKE HOME A LITTLE FRENCH DISH (block letters)	78632476	05/18/05
La Madeleine, Inc.	USA	CV (and Design)	78673613	07/19/05
La Madeleine, Inc.	USA	LA CUISINE VITALE & DESIGN (La Madeleine Bakery Café Bistro)	78673657	07/19/05

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses