

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Trademark Security Agreement and Collateral Assignment																														
CONVEYING PARTY DATA																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>BRUEGGER'S ENTERPRISES, INC.</td> <td></td> <td>08/07/2006</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>BF HOLDING, INC.</td> <td></td> <td>08/07/2006</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>BRUEGGER'S FRANCHISE CORPORATION</td> <td></td> <td>08/07/2006</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>IOWA BAGELS, INC.</td> <td></td> <td>08/07/2006</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>BRUEGGER'S HOLDING CORP.</td> <td></td> <td>08/07/2006</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	BRUEGGER'S ENTERPRISES, INC.		08/07/2006	CORPORATION: DELAWARE	BF HOLDING, INC.		08/07/2006	CORPORATION: DELAWARE	BRUEGGER'S FRANCHISE CORPORATION		08/07/2006	CORPORATION: DELAWARE	IOWA BAGELS, INC.		08/07/2006	CORPORATION: DELAWARE	BRUEGGER'S HOLDING CORP.		08/07/2006	CORPORATION: DELAWARE							
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TRADEMARK
REEL: 003365 FRAME: 0779

Registration Number:	2066966	LEONARDO DA VEGGIE
Registration Number:	2069341	HOT SHOT TURKEY
Registration Number:	2069340	HERBY TURKEY
Registration Number:	2123032	
Registration Number:	2706982	SOFTWICH
Serial Number:	76585145	BREW FOR THE CREW
Serial Number:	76648400	CRANBERRY GOBBLER
Serial Number:	76652432	BRUEGGER'S-WORTHY
Serial Number:	76661167	BRUEGGER'S BAKED FRESH

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

ATTORNEY DOCKET NUMBER:	23324/49
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	08/09/2006

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of August 7, 2006 (this "Trademark Security Agreement"), made by and between **BRUEGGER'S ENTERPRISES, INC.**, a Delaware corporation ("BEI"), **BF HOLDING, INC.**, a Delaware corporation ("BFH"), **BRUEGGER'S FRANCHISE CORPORATION**, a Delaware corporation ("BFC"), and **IOWA BAGELS, INC.**, a Delaware corporation ("IBI"), as Borrowers and Credit Parties, **BRUEGGER'S HOLDING CORP.**, a Delaware corporation ("Holdings"), as a Guarantor and an additional Credit Party (BEI, BFH, BFC, IBI and Holdings, each a "Grantor" and collectively, the "Grantors") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative agent (the "Agent") for itself and certain other Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 7, 2006 by and among the Grantors, Agent and the lenders from time to time party thereto (collectively, the "Lenders") (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Security Agreement entered into pursuant thereto (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantors have 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 Grantors in, to and under all of the Grantors' Trademarks and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as collateral security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

WHEREAS, each Grantor is the owner of the entire right, title and interest in, to and under such Grantor's respective 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 Grantors hereby agree with the Agent as follows:

1. Defined Terms.

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

(b) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section and paragraph references are to this Trademark Security 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, each Grantor hereby grants to Agent for the benefit of itself and the Lenders a security interest in all of such Grantor's now existing or hereafter acquired or existing right, title and interest in and to all trade secrets, know-how and other proprietary information, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade

styles, service marks, designs, logos, slogans, internet domain names, indicia and other source and/or business identifiers, prints and labels on which any of the foregoing have appeared or any time in the future appear (and all translations, adaptations, derivations and combinations of the foregoing), 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 proprietary rights in and to and research and development relating to the foregoing; all reissues, extensions or renewals of any of the foregoing; the entire goodwill of such Grantor's business connected with and symbolized by the foregoing or the use thereof; 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 such Grantor'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, license fees, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (collectively and together with the Trademarks, the "Trademark Collateral").

3. **Security Agreement.** This Trademark Security Agreement has been executed and delivered by Grantors for the purpose of recording the security interest of the Agent and Lenders in the Trademarks and other Trademark Collateral with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to the Agent and Lenders under the Security Agreement. The Security Agreement (and all respective rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Collateral Assignment of Trademarks and Goodwill.** In addition to all other rights granted to the Agent and Lenders under the Credit Agreement, the Security Agreement and this Trademark Security Agreement, upon the occurrence and during the continuation of an Event of Default under the Credit Agreement, effective upon written notice by Agent to the Credit Parties (including Grantors) referencing this Section 4 and the applicable Trademark Collateral (whether it be some or all of the Trademark Collateral), each Grantor shall be deemed to have sold, assigned, transferred and set over to the Agent for the benefit of itself and the other Lenders, such Grantor's entire right, title and interest in and to all of such Trademark Collateral including, without limitation, the applicable goodwill of such Grantor's business connected with and symbolized by its Trademarks.

5. **Representations and Warranties.** Each Grantor represents and warrants that (except as otherwise disclosed in the Credit Agreement and/or the Security Agreement):

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and has not been adjudicated unenforceable and, to the knowledge of such Grantor, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) such Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, each of the Trademarks identified on Schedule 1 hereto and the other Trademark Collateral;

- (d) such Grantor has good and marketable title to, free and clear of all liens, charges and encumbrances, all of its respective Trademarks identified on Schedule 1 hereto and the other Trademark Collateral; and
- (e) such Grantor has the legal right and authority to enter into this Trademark Security Agreement and perform its terms.

6. **Termination; Release of Trademark Collateral.** This Trademark Security Agreement and all obligations of the Grantors and the Agent hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full in cash and all commitments and other obligations of the Agent and Lenders to the Borrowers have terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Trademark Security Agreement, the Agent shall, on behalf of itself and each Lender, at the expense of the Grantors, take such actions as reasonably may be necessary to release its and the Lenders' security interest in and the collateral assignment of the Trademarks and the other Trademark Collateral including, without limitation, executing such documents as may be reasonably necessary to evidence such release and record such release with the United States Patent and Trademark Office, in each case, at the Grantors' sole cost and expense.

7. **Acknowledgement.** The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest and collateral assignment in the Trademarks and other 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 Trademark Security Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

8. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon the Grantors and their successors and assigns, and shall inure to the benefit of the Agent and Lenders and their successors and assigns.

9. **GOVERNING LAW.** THIS TRADEMARK SECURITY 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

GRANTORS:

BRUEGGER'S ENTERPRISES, INC.

By: [Signature]
Name: Robert Parete
Title: VP, Secretary, Treasurer

BF HOLDING, INC.

By: [Signature]
Name: Robert Parete
Title: VP, Secretary, Treasurer

BRUEGGER'S FRANCHISE CORPORATION

By: [Signature]
Name: Robert Parete
Title: VP, Secretary, Treasurer

IOWA BAGELS, INC.

By: [Signature]
Name: Robert Parete
Title: VP, Secretary, Treasurer

BRUEGGER'S HOLDING CORP.

By: [Signature]
Name: Robert Parete
Title: VP, Secretary, Treasurer

AGENT:

CAPITALSOURCE FINANCE LLC

By: Shaila Lakhani Ohri
Name: Shaila Lakhani Ohri
Title: Senior Counsel

Schedule 1

BRUEGGER'S TRADEMARKS AND SERVICE MARKS

(i) U.S. REGISTERED MARKS

Declaration of Use due in 6th year of registration
Renewals due within 6 months of expiration of registration period

Mark	Reg. Date	Reg. No.	Class	Declaration
Bruegger's	11/22/88	1,513,741	29 & 30	Due: 11/28/93 Sent: 1/28/94 Approved: 1/27/95
The Best Thing Round	6/15/93	1,776,884	42	Due: 6/15/98-6/15/99 Sent: 5/21/99 Approved: 12/10/99
Bruegger's Bagel Bakery/Fresh Bagels & Design (circle)	8/31/93	1,790,827	42	Due: 8/31/98-8/31/99 Sent: 8/26/99 Approved: 12/17/99
Bruegger's Fresh Bagel Bakery & Design	8/31/93	1,790,828	42	Due: 8/31/98-8/31/99 Sent: 8/26/99 Approved: 12/20/99
Bruegger's	9/7/93	1,792,050	42	Due: 9/7/98-9/7/99 Sent: 8/30/99 Approved: 12/29/99
Single Baker/Single Bagel Design	4/22/97	2,054,478	42	Due: 4/22/02-4/22/03 Sent: 9/11/02 Approved: 11/2/02
BagelNet	4/22/97	2,054,916	9	Due: 4/22/02-4/22/03 Sent: 4/9/03 Approved: 7/5/03
Bruegger's Bagels Baked Fresh & Design	4/22/97	2,054,479	42	Due: 4/22/02-4/22/03 Sent: 9/11/02 Approved: 12/02/02
Leonardo da Veggie	6/3/97	2,066,966	30	Due: 6/3/02-6/3/03 Sent: 6/4/03 Approved: 8/12/03
Hot Shot Turkey	6/10/97	2,069,341	30	Due: 6/10/02-6/10/03 Sent: 6/4/03 Approved: 8/9/03

Mark	Reg. Date	Reg. No.	Class	Declaration
Herby Turkey	6/10/97	2,069,340	30	Due: 6/10/02-6/10/03 Sent: 6/4/03 Approved: 8/9/03
Brueggie Character Design	12/23/97	2,123,032	42	Due: 12/23/02-12/23/03 Sent: 6/4/03 Approved: 8/9/03
Softwich	4/15/03	2,706,982	30	Due: 4/15/08-4/15/09 Sent: Not due yet Approved: Not due yet

(ii) U.S. PENDING APPLICATIONS

Mark	App. Date	App. No.	Class	Office Action	Publication Date
Brew for the Crew	4/27/04	76/585145	30	Dated: 10/21/04 Due: 4/21/05 Sent: 4/19/05	9/20/05
Cranberry Gobbler	10/13/05	76/648400	30	Dated: 4/19/06 Due 10/19/06 Sent: Not due yet	Not sent yet
Bruegger's Worthy	12/19/05	76/652432	43	Dated: 6/21/06 Due 12/21/06 Sent: Not due yet	Not sent yet
Bruegger's Baked Fresh and design	6/06/06	76/661167	42	Waiting on response from U.S. Patent Office to application sent 6/6/06.	No action due yet

CANADIAN REGISTERED MARKS

Declaration of Use upon request after 3rd year of registration
Renewals due 15 years from date of registration

Mark	Reg. Date	Reg. No.	Class	Declaration
Bruegger's Bagel Bakery/Fresh Bagels & Design (circle)	8/12/94	431,808	42	Upon request
Bruegger's Fresh Bagel Bakery & Design	9/2/94	432,795	42	Upon request
The Best Thing Round	12/22/95	452,098	42	Upon request
Bruegger's	1/24/97	469,640	30, 42, 29	Upon request
Bruegger's Bagels Baked Fresh & Design	4/20/98	493,248	30, 42, 29	Upon request
Single Baker/Single Bagel Design	4/20/98	493,249	30, 42, 29	Upon request
Javahhccino!	9/9/98	500,265	30, 29	Upon request
We Bake Them in Small Batches...	4/20/98	493,263	30, 42, 29	Upon request
Totally Completely Obsessed With Freshness	7/29/99	513,637	29, 42, 30	Upon request
Javahh!	8/31/00	532,013	30, 29	Upon request

(iii) CANADIAN PENDING APPLICATIONS

Mark	App. Date
Bruegger's Baked Fresh and design	Mark first needs to be registered in U.S. before application can be submitted unless BEI can demonstrate use in Canada

It is our understanding that there is currently a pending application for the Brueggie character in Canada that has been filed by a Connecticut attorney's office.