

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	Trademark Security Agreement																														
CONVEYING PARTY DATA																															
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TRADEMARK
REEL: 003571 FRAME: 0658

Registration Number:	2489093	COME BACK FOR LUNCH
Registration Number:	2789983	COOL CAT
Registration Number:	2673186	DARN GOOD COFFEE
Registration Number:	3108007	
Registration Number:	3108008	
Registration Number:	3108009	
Registration Number:	3108010	
Registration Number:	2227592	NOAH'S NEW YORK BAGELS HOT BAGELS
Registration Number:	2227589	
Registration Number:	2885668	
Registration Number:	2239308	
Registration Number:	2209525	
Registration Number:	2556962	EGG MIT
Registration Number:	2211548	EINSTEIN BROS BAGELS
Registration Number:	2194140	EINSTEIN BROS BAGELS
Registration Number:	2092522	EINSTEIN BROS.
Registration Number:	2078607	EINSTEIN BROS.
Serial Number:	78831355	EINSTEIN BROS.
Registration Number:	2272532	EINSTEIN BROS.
Registration Number:	2146983	EINSTEIN BROS.
Registration Number:	2060493	EINSTEIN BROS.
Registration Number:	2253994	
Registration Number:	2579896	EXPERIENCE MAKERS
Registration Number:	2287872	FANCY SCHMANCY CATERING
Registration Number:	2482008	FEED YOUR CURIOSITY
Registration Number:	2263173	FOOD FOR A MIND BAGELING WORLD
Registration Number:	2672909	HATE TO WAIT?
Registration Number:	2672908	HATE TO WAIT?
Serial Number:	78725652	M
Registration Number:	2031357	MANHATTAN BAGEL
Registration Number:	2322123	MANHATTAN BAGEL
Registration Number:	1538593	MANHATTAN BAGEL COMPANY
Registration Number:	2810874	MANHATTAN CHILLERZ
Registration Number:	2806827	MOUNTAIN RIDGE
Registration Number:	2098724	N

Registration Number:	2634042	NEW WORLD COFFEE
Registration Number:	2130746	NEW WORLD COFFEE & BAGELS
Registration Number:	1858231	NEW WORLD COFFEE
Registration Number:	1889054	NEW WORLD COFFEE
Registration Number:	2510968	NEW WORLD FREEZERS
Registration Number:	2848709	NOAH'S
Registration Number:	2755745	NOAH'S
Registration Number:	2591900	NOAH'S
Registration Number:	2850235	NOAH'S
Registration Number:	1838799	NOAH'S BAGELS
Registration Number:	1841045	NOAH'S BAGELS
Registration Number:	2207907	NOAH'S BAGELS A TASTE OF OLD NEW YORK
Registration Number:	2237393	NOAH'S BLEND
Registration Number:	2143901	NOAH'S NEW YORK BAGELS
Registration Number:	1961823	NOAH'S NEW YORK BAGELS
Serial Number:	78218299	NOAH'S SHMEARS
Registration Number:	2381746	NOSH BOX
Registration Number:	3186280	POWERBAGEL
Registration Number:	1987020	POWERBAGELS
Registration Number:	1931491	PROTECT YOUR BAGELS, PUT LOX ON THEM
Registration Number:	2296886	SO EAT ALREADY
Registration Number:	2560003	SPONTANEITEA
Registration Number:	1905801	SUMMERTIME BLEND
Registration Number:	2757288	TOSTINI
Registration Number:	2211551	
Registration Number:	2211552	
Registration Number:	2011730	VEG OUT

CORRESPONDENCE DATA

Fax Number: (213)996-3339

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

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00243
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	06/29/2007
<p>Total Attachments: 10 source=EinsteinTSA#page1.tif source=EinsteinTSA#page2.tif source=EinsteinTSA#page3.tif source=EinsteinTSA#page4.tif source=EinsteinTSA#page5.tif source=EinsteinTSA#page6.tif source=EinsteinTSA#page7.tif source=EinsteinTSA#page8.tif source=EinsteinTSA#page9.tif source=EinsteinTSA#page10.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of June, 2007, 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 administrative agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of June 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Einstein Noah Restaurant Group, Inc., a Delaware corporation (formerly known as New World Restaurant Group, Inc.), as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower 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 Lender Group and the Bank Product Providers, that certain Amended and Restated Guarantee and Collateral Agreement dated as of June 28, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 or the Credit Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest 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 Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including 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 Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

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.

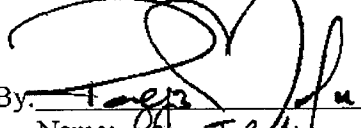
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan 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.

[signature page follows]

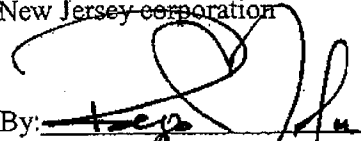
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:


EINSTEIN NOAH RESTAURANT GROUP, INC., a Delaware corporation (formerly known as NEW WORLD RESTAURANT GROUP, INC.)

By: 
Name: Paul J. B. Murphy III
Title: President and COO

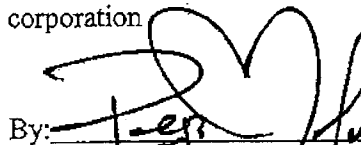
MANHATTAN BAGEL COMPANY, INC., a New Jersey corporation

By: 
Name: Paul J. B. Murphy III
Title: President

CHESAPEAKE BAGEL FRANCHISE CORP., a New Jersey corporation

By: 
Name: Paul J. B. Murphy III
Title: President

EINSTEIN AND NOAH CORP., a Delaware corporation

By: 
Name: Paul J. B. Murphy III
Title: President

EINSTEIN/NOAH BAGEL PARTNERS, INC., a
California corporation

By: 

Name: Paul J.B. Murphy III

Title: President

I. & J. BAGEL, INC., a California corporation


By: 

Name: Paul J.B. Murphy III

Title: President

AGENT:

WELLS FARGO FOOTHILL, INC., a California
corporation

By: 
Name: KEVIN P. SMITH
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademarks

<u>TRADEMARKk</u>	<u>Status</u>	<u>Serial #</u>	<u>Reg. #</u>	<u>Filing</u>	<u>Registration</u>	<u>Owner Name</u>
A ROAST OF OLD NEW YORK	Registered	75/179,840	2,136,311	10/10/1996	2/10/1998	EINSTEIN/NOAH BAGEL PARTNERS, INC.
ANYTHING BUT ROUTINE	Registered	78/725,658	3,183,217	10/3/2005	12/12/2006	EINSTEIN AND NOAH CORP.
BAGEL SCHLEPPER	Registered	76/033,107	2,537,310	2/24/2000	2/5/2002	EINSTEIN AND NOAH CORP.
BOHEMIAN BLEND	Registered	76/186,992	2,664,238	12/28/2000	12/17/2002	EINSTEIN AND NOAH CORP.
BROS. BISTRO	Registered	78/725,647	3,148,366	10/3/2005	9/26/2006	EINSTEIN AND NOAH CORP.
BROS. BLENDERS	Pending	77/141,880		3/27/2007		EINSTEIN AND NOAH CORP.
CHESAPEAKE	Registered	75/566,748	2,318,460	10/8/1998	2/15/2000	CHESAPEAK BAGEL FRANCHISE CORP.
CHESAPEAKE BAGEL BAKERY (IC 35 AND 42)	Registered	75/273,436	2,199,460	4/11/1997	10/27/1998	CHESAPEAK BAGEL FRANCHISE CORP.
CHICAGO BAGEL DOG	Registered	75/501,370	2,282,292	6/12/1998	9/28/1999	EINSTEIN AND NOAH CORP.
COME BACK FOR LUNCH	Registered	75/864,449	2,489,093	12/6/1999	9/11/2001	EINSTEIN AND NOAH CORP.
COOL CAT	Registered	74/720,016	2,789,983	8/25/1995	12/9/2003	EINSTEIN AND NOAH CORP.
DARN GOOD COFFEE	Registered	76/314,373	2,673,186	9/19/2001	1/7/2003	EINSTEIN AND NOAH CORP.
DESIGN OF FORK AND SPOON IN A SQUARE BOX (IC 21)	Registered	78/492,275	3,108,007	9/30/2004	6/20/2006	EINSTEIN AND NOAH CORP.

DESIGN OF FORK AND SPOON IN A SQUARE BOX (IC 29)	Registered	78/492,283	3,108,008	9/30/2004	6/20/2006	EINSTEIN AND NOAH CORP.
DESIGN OF FORK AND SPOON IN A SQUARE BOX (IC 30)	Registered	78/492,399	3,108,009	9/30/2004	6/20/2006	EINSTEIN AND NOAH CORP.
DESIGN OF FORK AND SPOON IN A SQUARE BOX (IC 43)	Registered	78/492,417	3,108,010	9/30/2004	6/20/2006	EINSTEIN AND NOAH CORP.
DESIGN OF RESTAURANT TRADE DRESS (Exterior) (IC 42)	Registered	75/352,359	2,227,592	9/5/1997	3/2/1999	EINSTEIN/NOAH BAGEL PARTNERS, INC.
DESIGN OF RESTAURANT TRADE DRESS (Interior) (IC 42)	Registered	75/352,140	2,227,589	9/5/1997	3/2/1999	EINSTEIN/NOAH BAGEL PARTNERS, INC.
DESIGN OF SHINING BAGEL	Registered	76/447,282	2,885,668	9/6/2002	9/21/2004	EINSTEIN AND NOAH CORP.
DOUBLE CIRCLE LOGO WITH EINSTEIN BROS. INSIDE (IC 30)	Registered	75/177,941	2,239,308	10/7/1996	4/13/1999	EINSTEIN AND NOAH CORP.
DOUBLE CIRCLE LOGO WITH EINSTEIN BROS. INSIDE (IC 42)	Registered	75/177,939	2,209,525	10/7/1996	12/8/1998	EINSTEIN AND NOAH CORP.
EGG MIT	Registered	75/901,281	2,556,962	1/21/2000	4/2/2002	EINSTEIN/NOAH BAGEL PARTNERS, INC.
EINSTEIN BROS BAGELS AND CIRCLE LOGO (IC30)	Registered	75/177,938	2,211,548	10/7/1996	12/15/1998	EINSTEIN AND NOAH CORP.
EINSTEIN BROS BAGELS and Circle Logo (IC42)	Registered	75/177,945	2,194,140	10/7/1996	10/6/1998	EINSTEIN AND NOAH CORP.
EINSTEIN BROS.	Registered	74/732,658	2,092,522	9/21/1995	9/2/1997	EINSTEIN AND NOAH CORP.

EINSTEIN BROS.	Registered	75/032,035	2,078,607	12/13/1995	7/15/1997	EINSTEIN AND NOAH CORP.
EINSTEIN BROS.	Allowed	78/831,355		3/7/2006		EINSTEIN AND NOAH CORP.
EINSTEIN BROS. (IC 21)	Registered	75/051,996	2,272,532	2/1/1996	8/24/1999	EINSTEIN AND NOAH CORP.
EINSTEIN BROS. (IC 30)	Registered	74/732,659	2,146,983	9/21/1995	3/31/1998	EINSTEIN AND NOAH CORP.
EINSTEIN BROS. (IC 42)	Registered	74/732,660	2,060,493	9/21/1995	5/13/1997	EINSTEIN AND NOAH CORP.
EINSTEIN BROS. DOUBLE CIRCLE DESIGN (IC 29)	Registered	75/177,937	2,253,994	10/7/1996	6/15/1999	EINSTEIN AND NOAH CORP.
EXPERIENCE MAKERS	Registered	76/057,609	2,579,896	5/26/2000	6/11/2002	EINSTEIN AND NOAH CORP.
FANCY SCHMANCY CATERING	Registered	75/553,926	2,287,872	9/16/1998	10/19/1999	EINSTEIN AND NOAH CORP.
FEED YOUR CURIOSITY	Registered	76/042,113	2,482,008	5/3/2000	8/28/2001	EINSTEIN AND NOAH CORP.
FOOD FOR A MIND BAGELING WORLD	Registered	75/522,968	2,263,173	7/21/1998	7/20/1999	EINSTEIN AND NOAH CORP.
HATE TO WAIT? (IC 29)	Registered	76/180,172	2,672,909	12/13/2000	1/7/2003	EINSTEIN AND NOAH CORP.
HATE TO WAIT? (IC 30)	Registered	76/180,171	2,672,908	12/13/2000	1/7/2003	EINSTEIN AND NOAH CORP.
M (Stylized)	Pending	78/725,652		10/3/2005		Manhattan Bagel Company, Inc.
MANHATTAN BAGEL	Registered	74/471,779	2,031,357	12/17/1993	1/21/1997	Manhattan Bagel Company, Inc.
MANHATTAN BAGEL AND DESIGN (IC 30)	Registered	75/290,583	2,322,123	5/12/1997	2/22/2000	Manhattan Bagel Company, Inc.
MANHATTAN BAGEL COMPANY AND DESIGN (IC 42)	Registered	73/732,273	1,538,593	6/3/1988	5/9/1989	Manhattan Bagel Company, Inc.
MANHATTAN CHILLERZ	Registered	75/720,988	2,810,874	6/3/1999	2/3/2004	Manhattan Bagel Company, Inc.
MOUNTAIN RIDGE	Registered	75/819,491	2,806,827	10/12/1999	1/20/2004	New World Restaurant Group, Inc.

N AND DESIGN (IC 42)	Registered	75/051,220	2,098,724	1/31/1996	9/23/1997	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NEW WORLD COFFEE	Registered	76/078,319	2,634,042	6/27/2000	10/15/2002	New World Coffee- Manhattan Bagel, Inc.
NEW WORLD COFFEE & BAGELS	Registered	75/269,517	2,130,746	4/4/1997	1/20/1998	New World Restaurant Group, Inc.
NEW WORLD COFFEE (IC 30)	Registered	74/359,961	1,858,231	2/17/1993	10/11/1994	New World Restaurant Group, Inc.
NEW WORLD COFFEE (IC 42)	Registered	74/521,361	1,889,054	5/5/1994	4/11/1995	New World Restaurant Group, Inc.
NEW WORLD FREEZERS	Registered	75/720,949	2,510,968	6/3/1999	11/20/2001	New World Coffee- Manhattan Bagel, Inc.
NOAH'S (IC 21)	Registered	76/447,759	2,848,709	9/9/2002	6/1/2004	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S (IC 25)	Registered	76/453,160	2,755,745	9/26/2002	8/26/2003	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S (IC 30)	Registered	75/501,647	2,591,900	6/12/1998	7/9/2002	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S (IC 43)	Registered	76/453,161	2,850,235	9/26/2002	6/8/2004	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S BAGELS (IC 30 FOR BAGELS)	Registered	74/416,403	1,838,799	7/26/1993	6/7/1994	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S BAGELS (IC 42)	Registered	74/416,407	1,841,045	7/26/1993	6/21/1994	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (IC 42)	Registered	75/131,710	2,207,907	7/9/1996	12/8/1998	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S BLEND	Registered	75/241,337	2,237,393	2/13/1997	4/6/1999	EINSTEIN/NOAH BAGEL PARTNERS, INC.

NOAH'S NEW YORK BAGELS (IC 42 For Restaurant Services Only)	Registered	75/051,113	2,143,901	1/31/1996	3/17/1998	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S NEW YORK BAGELS (IC 42)	Registered	74/644,901	1,961,823	3/8/1995	3/12/1996	EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOAH'S SHMEARS (IC 29)	Allowed	78/218,299		2/24/2003		EINSTEIN/NOAH BAGEL PARTNERS, INC.
NOSH BOX	Registered	75/406,346	2,381,746	12/16/1997	8/29/2000	EINSTEIN AND NOAH CORP.
POWERBAGEL	Registered	78/725,654	3,186,280	10/3/2005	12/19/2006	EINSTEIN AND NOAH CORP.
POWERBAGELS	Registered	74/690,946	1,987,020	6/20/1995	7/16/1996	EINSTEIN AND NOAH CORP.
PROTECT YOUR BAGELS, PUT LOX ON THEM	Registered	74/597,164	1,931,491	11/9/1994	10/31/1995	EINSTEIN/NOAH BAGEL PARTNERS, INC.
SO EAT ALREADY	Registered	75/449,591	2,296,886	3/13/1998	11/30/1999	EINSTEIN AND NOAH CORP.
SPONTANEITEA	Registered	76/021,838	2,560,003	4/7/2000	4/9/2002	EINSTEIN AND NOAH CORP.
SUMMERTIME BLEND	Registered	74/521,359	1,905,801	5/5/1994	7/18/1995	New World Restaurant Group, Inc.
TOSTINI	Registered	76/387,645	2,757,288	3/27/2002	8/26/2003	Manhattan Bagel Company, Inc.
TWO GUYS LOGO (IC 30)	Registered	75/177,989	2,211,551	10/7/1996	12/15/1998	EINSTEIN AND NOAH CORP.
TWO GUYS LOGO (IC 42)	Registered	75/177,997	2,211,552	10/7/1996	12/15/1998	EINSTEIN AND NOAH CORP.
VEG OUT	Registered	74/720,018	2,011,730	8/25/1995	10/29/1996	EINSTEIN AND NOAH CORP.