

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRUEGGER'S ENTERPRISES, INC.		02/12/2008	CORPORATION: DELAWARE
BF HOLDING, INC.		02/12/2008	CORPORATION: DELAWARE
BRUEGGER'S FRANCHISE CORPORATION		02/12/2008	CORPORATION: DELAWARE
THREE BELLS BAGELS, INC.		02/12/2008	CORPORATION: DELAWARE
BRUEGGER'S HOLDING CORP.		02/12/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITALSOURCE FINANCE LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1513741	BRUEGGER'S
Registration Number:	1776884	THE BEST THING ROUND
Registration Number:	1790827	BRUEGGER'S BAGEL BAKERY FRESH BAGELS
Registration Number:	1790828	BRUEGGER'S FRESH BAGEL BAKERY
Registration Number:	1792050	BRUEGGER'S
Registration Number:	2054478	
Registration Number:	2054916	BAGELNET
Registration Number:	2054479	BRUEGGER'S BAGELS BAKED FRESH
Registration Number:	2066966	LEONARDO DA VEGGIE

TRADEMARK

900100298

REEL: 003729 FRAME: 0193

CH \$490.00 1513741

Registration Number:	2069341	HOT SHOT TURKEY
Registration Number:	2069340	HERBY TURKEY
Registration Number:	2123032	
Registration Number:	2706982	SOFTWICH
Registration Number:	3197945	BRUEGGER'S-WORTHY
Registration Number:	3273293	BRUEGGER'S BAKED FRESH
Serial Number:	76585145	BREW FOR THE CREW
Serial Number:	76648400	CRANBERRY GOBBLER
Serial Number:	77178866	BAGEL BITS
Serial Number:	77181236	BRUEGGER BITES

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6178568145
 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:	02/29/2008

Total Attachments: 10

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**AMENDED AND RESTATED TRADEMARK
SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of February 12, 2008 (this "Trademark Security Agreement"), made by and between **BRUEGGER'S ENTERPRISES, INC.**, a Delaware corporation (and successor by merger to **IOWA BAGELS, INC.**, a Delaware corporation) ("BEI"), **BF HOLDING, INC.**, a Delaware corporation ("BFH"), **BRUEGGER'S FRANCHISE CORPORATION**, a Delaware corporation ("BFC"), and **THREE BELLS BAGELS, INC.**, a Delaware corporation ("TBB"), as Borrowers and Credit Parties, **BRUEGGER'S HOLDING CORP.**, a Delaware corporation ("Holdings"), as a Guarantor and an additional Credit Party (BEI, BFH, BFC, TBB 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, certain Grantors and Agent are parties to, among other things: (i) that certain Credit Agreement dated as of August 7, 2006, as amended by that certain Limited Waiver and Consent Agreement dated January 5, 2007 and that certain Limited Waiver and Consent Agreement dated as of January 31, 2008 (the "Original Credit Agreement"); (ii) that certain Security Agreement dated as of August 7, 2006 (the "Original Security Agreement"); and (iii) that certain Trademark Security Agreement and Collateral Assignment dated as of August 7, 2006 (the "Original Trademark Security Agreement");

WHEREAS, BEI, BFH, BFC and TBB, as Borrowers and Credit Parties, Holdings, as a Guarantor and an additional Credit Party, the other Persons, if any, named therein as Credit Parties, Agent and lenders from time to time party thereto ("Lenders") and the other parties thereto are entering into, among other things: (a) that certain Amended and Restated Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), pursuant to which Lenders have agreed to make Loans or continue to make Loans to Borrowers and to amend and restate the Original Credit Agreement in its entirety; and (b) that certain Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Security Agreement"), pursuant to which the Grantors have granted a security interest or confirmed their prior grant, as the case may be, 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 the other Loan Documents, and have agreed to amend and restate the Original Security Agreement in its entirety; and

WHEREAS, as a condition precedent to Agent and Lenders entering into the Credit Agreement and the Security Agreement, Grantors are required to enter into this Trademark Security Agreement to further secure the payment and performance of each Grantor's obligations, liabilities and indebtedness arising under the Loan Documents to which such Grantor is a party and to amend and restate the Original Trademark Security Agreement in its entirety; 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;

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 (or confirms its prior grant thereof, as the case may be) 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.

10. **Amendment and Restatement.** This Trademark Security Agreement shall be deemed to amend, restate and replace the Original Trademark Security Agreement in its entirety. It is expressly understood and agreed by each of the parties hereto that this Trademark Security Agreement is in no way intended and shall not be deemed or construed to constitute a novation agreement. Grantors acknowledge and agree that (i) each reference in the Loan Documents to the "Trademark Security Agreement" shall be a reference to this Trademark Security Agreement and (ii) with respect to matters prior to the date of this Trademark Security Agreement, all terms of the Original Trademark Security Agreement are ratified and confirmed.

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IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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: James J. Greco
Title: Chief Executive Officer

BF HOLDING, INC.

By: [Signature]
Name: James J. Greco
Title: Chief Executive Officer

BRUEGGER'S FRANCHISE CORPORATION

By: [Signature]
Name: James J. Greco
Title: Chief Executive Officer

THREE BELLS BAGELS, INC.

By: [Signature]
Name: James J. Greco
Title: Chief Executive Officer

BRUEGGER'S HOLDING CORP.

By: [Signature]
Name: James J. Greco
Title: Chief Executive Officer

AGENT:**CAPITALSOURCE FINANCE LLC**

By: _____
Name: _____
Title: _____


AGENT:

CAPITALSOURCE FINANCE LLC

By 
Name: John N. Toufanian
Title: Authorized Signatory

LENDER:

CAPITALSOURCE CF LLC

By 
Name: John N. Toufanian
Title: Authorized Signatory

Schedule 1

Trademarks and Trademark Applications

BRUEGGER'S TRADEMARKS AND SERVICE MARKS

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
1. 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

Mark	Reg. Date	Reg. No.	Class	Declaration
Hot Shot Turkey	6/10/97	2,069,341	30	Approved: 8/12/03 Due: 6/10/02-6/10/03 Sent: 6/4/03
Herby Turkey	6/10/97	2,069,340	30	Approved: 8/9/03 Due: 6/10/02-6/10/03 Sent: 6/4/03
Brueggie Character Design	12/23/97	2,123,032	42	Approved: 8/9/03 Due: 12/23/02-12/23/03 Sent: 6/4/03
Softwich	4/15/03	2,706,982	30	Approved: 8/9/03 Due: 4/15/08-4/15/09 Sent: Not due yet
Bruegger's Worthy	1/16/07	3,197,945	43	Approved: Not due yet Due: 1/16/12-1/16/13 Sent: Not due yet
Bruegger's Baked Fresh and design	8/7/07	3,273,293	43	Approved: Not due yet Due: 8/7/12 - 8/7/13 Sent: Not due yet

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
Bagel Bits	5/11/07	77/178866	30		
Bruegger Bites	5/11/07	77/181236	30		

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
Javahccino!	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
Brueggie Character	7/16/07	692,068	43	Upon request

CANADIAN PENDING APPLICATIONS

Mark	App. Date
Bruegger's Baked Fresh and design	Application submitted 10/3/07

EUROPEAN COMMUNITY REGISTERED MARKS

Renewals due 10 years from date of registration

Mark	Reg. Date	Reg. No.	Class	Declaration
Bruegger's	4/1/96	158402	29, 30, 42	N/A
Bruegger's Bagels Baked Fresh and design	5/18/07	5122957	29, 30, 42	N/A
Brueggie design	1/18/07	477444	30, 35, 43	N/A

EUROPEAN COMMUNITY PENDING APPLICATIONS

Mark	App. Date
Bruegger's Baked Fresh and design	Application submitted 1/31/07

AUSTRALIAN REGISTERED MARKS

Renewal due 10 years from date of lodgment (application). At any time during the registration if the mark is not used for a period of 3 years, the registration may be canceled upon application of a third party.

Mark	Reg. Date	Reg. No.	Class	Declaration
Bruegger's	8/11/05	1069584	35, 43	N/A
Bruegger's Bagels Baked Fresh	7/19/96	713109	42	N/A
Brueggie character	11/1/05	1083793	35, 43	N/A
Bruegger's Baked Fresh and design	2/12/07	1160905	43	N/A

AUSTRALIAN PENDING APPLICATIONS

Mark	App. Date
Bruegger's Bagels Baked Fresh	Application submitted by a Connecticut attorney's office.

MEXICAN REGISTERED MARKS

Mark	Reg. Date	Reg. No.	Class	Declaration
Brueggie character	12/15/05	924807	43	N/A