

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABP CORPORATION	FORMERLY ABP Acquisition Holdings Corporation	02/29/2008	CORPORATION: DELAWARE
ABP HOLDCO, INC.		02/29/2008	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: 15

Property Type	Number	Word Mark
Registration Number:	3115248	ALWAYS SOMETHING NEW
Registration Number:	1757444	AU BON PAIN
Registration Number:	1134895	AU BON PAIN
Registration Number:	1270374	AU BON PAIN
Registration Number:	2939859	AU BON PAIN
Registration Number:	2655972	AU BON PAIN
Registration Number:	2668280	AU BON PAIN
Registration Number:	2792459	AU BON PAIN
Registration Number:	2854475	AU BON PAIN
Registration Number:	2534803	AUBONPAIN.COM
Registration Number:	3008742	FROZEN BLASTS
Registration Number:	2990376	MANGO BLAST
Registration Number:	2146927	MOCHA BLAST

CH \$390.00 3115248

Registration Number:	2203593	AU BON PAIN THE BAKERY CAFE
Registration Number:	3373148	THE BISTRO AU BON PAIN

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:	23324/77
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	03/06/2008

Total Attachments: 6
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of February 29, 2008 (this "**Agreement**"), made by and between **ABP CORPORATION**, a Delaware corporation (f/k/a ABP Acquisition Holdings Corporation) ("**Borrower**"), **ABP HOLDCO, INC.**, a Delaware corporation ("**Guarantor**"; together with Borrower each a "**Grantor**", and collectively, the "**Grantors**") and **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative agent for the lenders from time to time party to the Credit Agreement (as defined below) (collectively, the "**Lenders**") (in such capacity, the "**Agent**"). Capitalized terms used herein shall have the meanings ascribed to them in Section 1 below.

WITNESSETH:

WHEREAS, Borrower and Agent are parties to that certain Trademark Security Agreement and Collateral Assignment dated as of July 15, 2005 (as amended, restated, modified and/or supplemented to date, the "**Prior Trademark Security Agreement**");

WHEREAS, Borrower, Agent and certain Lenders named therein are parties to that certain Amended and Restated Credit Agreement dated as of July 13, 2007, as amended, supplemented and/or otherwise modified to date, the "**Prior Credit Agreement**";

WHEREAS, Grantors have requested that the Prior Credit Agreement be amended, restated and replaced by that certain Second Amended and Restated Credit Agreement dated as of even date hereof by and among Grantors, the other Persons, if any, named therein as Credit Parties, and the Lender Parties (as hereafter amended, restated, modified and/or supplemented from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to the Credit Agreement and the Amended and Restated Security Agreement entered into pursuant thereto (the "**Security Agreement**"), each Grantor has granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of such Grantor in, to and under all of the such Grantor's Trademarks and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as security for the Obligations from time to time owing by the such Grantor under the Loan Documents;

WHEREAS, Schedule 1 hereto lists all of the United States registrations and applications for registration of Trademarks owned by any Grantor; and

WHEREAS, as a condition precedent to Agent and Lenders entering into the Credit Agreement, and making Loans to, and incurring, or purchasing participations in, Standby Letters of Credit on behalf of, Borrower, each Grantor is required to amend and restate the Prior Trademark Security Agreement as set forth in this Agreement and to enter into this Agreement to secure the payment and performance of its obligations, liabilities and indebtedness arising under the Loan Documents to which such Grantor is a party.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, each Grantor hereby agrees with the Agent and Lenders as follows:

1. Defined Terms; Accuracy of Recitals.

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

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this 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.

(c) **Recitals.** The parties hereto acknowledge and agree that the foregoing recitals are accurate and complete and are incorporated herein by reference.

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 and conditional assignment, which conditional assignment is subject to Section 4 hereof, of all of such Grantor's now existing or hereafter acquired or existing right, title and interest in (i) its respective trademarks (registered and unregistered), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, 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 research and development relating to the foregoing; (ii) all reissues, extensions or renewals of any of the foregoing; (iii) the entire goodwill of such Grantor's business connected with and symbolized by the foregoing or the use thereof; and (iv) 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 of such Grantor 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 all products and proceeds of any and all of the foregoing, including without limitation, all income, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (together with the Trademarks, referred to collectively as the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral shall not be deemed to include, and no grant of any security interest shall be deemed granted hereunder on or in, any intent-to-use trademark or service mark application if granting a security interest would result in an assignment of such applications to Agent upon an Event of Default that would be deemed to invalidate, void, cancel, or abandon such applications.

3. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by the Grantors for the purpose of evidencing Agent's and Lenders' security interest in and Borrowers' conditional assignment, which conditional assignment is subject to Section 4 hereof, of the Trademark Collateral and recording such security interest and conditional assignment with the United States Patent and Trademark Office. The security interest and conditional assignment, which conditional assignment is subject to Section 4 hereof, granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Grantors, the Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Conditional Assignment of Trademarks and Goodwill Upon Event of Default.** In addition to all other rights granted to the Agent under the Credit Agreement, the Security Agreement and this Agreement, effective only upon an Event of Default under the Credit Agreement and during the continuance thereof, upon notice by Agent to the Grantors, each Grantor hereby sells, assigns, transfers and sets over and shall be deemed to have sold, assigned, transferred and set over to the Agent for the benefit of itself and the Lenders, such Grantor's entire right, title and interest in and to all of such Grantor's Trademark Collateral including, without limitation, the goodwill of such Grantor's business connected with and symbolized by the Trademarks.

5. **Termination; Release of Collateral.** This Agreement and all obligations of the Grantors and the Agent hereunder shall terminate on the date upon which the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted) have been indefeasibly paid and satisfied in full in immediately available funds and the Loan Documents have been terminated without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Agent shall, at the expense of the Grantors, take such actions as reasonably may be necessary to effectuate, evidence and record the release of its security interest in the 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 Grantors' sole cost and expense.

6. **Acknowledgement.** Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the conditional assignment, which conditional assignment is subject to Section 4 hereof, and security interest in the 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 Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

7. **Binding Effect; Benefits.** This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

8. **GOVERNING LAW.** THIS 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.

9. **Amendment and Restatement.** Grantors and Agent agree that, this Agreement shall be deemed to amend, restate and replace the Prior Trademark Security Agreement in the entirety. Grantors acknowledge and agree that: (i) each reference in the Loan Documents to the Prior Trademark Security Agreement or "Trademark Security Agreement" shall be a reference to this Agreement, (ii) this Agreement is an amendment and restatement of and not an extinguishment or novation of the agreements evidenced by the Prior Trademark Security Agreement, and (iii) with respect to matters prior to the date of this Agreement, all terms of the Prior Trademark Security Agreement are ratified and confirmed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

ABP CORPORATION,
as a Grantor

By: Susan Morelli
Name: SUSAN MORELLI
Title: PRESIDENT

ABP HOLDCO, INC.,
as a Grantor

By: Susan Morelli
Name: SUSAN MORELLI
Title: PRESIDENT

CAPITALSOURCE FINANCE LLC,
as Agent

By: _____
Name:
Title:

[Signature Page to Amended and Restated Trademark Security Agreement - ABP]

**CAPITALSOURCE FINANCE LLC,
as Agent**

By: _____



**Name:
Title:**

**Peggy Balsawer
Associate General Counsel
Corporate Finance**

[Signature Page to Amended and Restated Trademark Security Agreement – ABP]

Schedule 1

U.S. Registered Trademarks

Mark	Registration Number
ALWAYS SOMETHING NEW	3,115,248
AU BON PAIN	1,757,444
AU BON PAIN	1,134,895
AU BON PAIN	1,270,374
AU BON PAIN	2,939,859
AU BON PAIN AND DESIGN	2,655,972
AU BON PAIN AND DESIGN	2,668,280
AU BON PAIN AND DESIGN	2,792,459
AU BON PAIN AND DESIGN	2,854,475
AUBONPAIN.COM	2,534,803
FROZEN BLASTS	3,008,742
MANGO BLAST	2,990,376
MOCHA BLAST	2,146,927
AU BON PAIN THE BAKERY CAFÉ AND DESIGN	2,203,593
THE BISTRO AU BON PAIN	3,373,148

Pending Applications for U.S. Trademark Registration

None.