

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Boston Market Corporation		07/13/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Sun Market Dining Finance, LLC (f/k/a Sun Market Dining Reserves, LLC)
<b>Street Address:</b>	5200 Town Center Circle
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Boca Raton
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33486
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	2029513	
Registration Number:	1996529	BOSTON
Registration Number:	1997941	BOSTON CARVER
Registration Number:	2066383	BOSTON CARVER SANDWICHES
Registration Number:	1628747	BOSTON CHICKEN
Registration Number:	1819092	BOSTON CHICKEN
Registration Number:	1615277	
Registration Number:	1865024	BOSTON CHICKEN ROTISSERIE
Registration Number:	2181724	BOSTON MARKET
Registration Number:	2248593	BOSTON MARKET
Registration Number:	1963578	BOSTON MARKET
Registration Number:	1940179	BOSTON MARKET
Registration Number:	2102511	BOSTON MARKET

CH \$1015.00 2029513

**900139779**

**TRADEMARK  
 REEL: 004034 FRAME: 0259**

Registration Number:	1982175	BOSTON MARKET
Registration Number:	2161437	BOSTON MARKET
Registration Number:	2031466	BOSTON MARKET HOME STYLE MEALS
Registration Number:	2131807	
Registration Number:	3109682	BOSTON MARKET'S ROTISSERIE GRILL
Registration Number:	3109680	BOSTON MARKET'S ROTISSERIE GRILL
Registration Number:	3109683	BOSTON MARKET'S ROTISSERIE GRILL
Registration Number:	3109681	BOSTON MARKET'S ROTISSERIE GRILL
Registration Number:	2453391	BOSTONMARKET.COM
Registration Number:	2319128	ARMOR DIKE
Registration Number:	2156874	
Registration Number:	2005962	CHICKEN CARVER
Registration Number:	1942467	
Registration Number:	1191424	MARKET
Registration Number:	2005963	MEAT LOAF CARVER
Registration Number:	2138602	PEOPLE PAGES
Registration Number:	1878751	ROTISSERIE
Registration Number:	2237987	
Registration Number:	2005964	TURKEY CARVER
Registration Number:	2808409	WE'RE ALWAYS COOKING
Registration Number:	3278146	
Registration Number:	3486363	
Registration Number:	3575574	BOSTON MARKET
Registration Number:	3511498	BOSTON MARKET
Serial Number:	77744553	GOODNESS IS SERVED
Serial Number:	77465855	SMART PICKS
Serial Number:	77465803	SMART PICKS

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-446-4800  
Email: christine.casey@kirkland.com, hayley.smith@kirkland.com  
Correspondent Name: Kirkland & Ellis LLP  
Address Line 1: 153 East 53rd Street  
Address Line 2: c/o Edward Sadtler  
Address Line 4: New York, NEW YORK 10222-4611

**TRADEMARK**

**REEL: 004034 FRAME: 0260**

ATTORNEY DOCKET NUMBER:	22629-2
NAME OF SUBMITTER:	Edward Sadtler
Signature:	/Edward Sadtler/
Date:	07/29/2009
Total Attachments: 9 source=Boston Market TM SA#page1.tif source=Boston Market TM SA#page2.tif source=Boston Market TM SA#page3.tif source=Boston Market TM SA#page4.tif source=Boston Market TM SA#page5.tif source=Boston Market TM SA#page6.tif source=Boston Market TM SA#page7.tif source=Boston Market TM SA#page8.tif source=Boston Market TM SA#page9.tif	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, MODIFIED, RENEWED OR EXTENDED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), DATED AS OF MARCH 21, 2008 BY AND AMONG (i) SUN MARKET DINING FINANCE, LLC (AS SUCCESSOR IN INTEREST TO SUN MARKET DINING RESERVES, LLC), A DELAWARE LIMITED LIABILITY COMPANY, (ii) BOSTON MARKET CORPORATION, A DELAWARE CORPORATION, BOSTON MARKET INTERMEDIATE HOLDING CORP., A DELAWARE CORPORATION, AND T4YL, INC., AN ILLINOIS CORPORATION (COLLECTIVELY, THE "COMPANIES"), AND (iii) ABLECO FINANCE LLC, AS COLLATERAL AGENT (THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES PURSUANT TO THAT CERTAIN FINANCING AGREEMENT DATED AS OF DECEMBER 6, 2007 AMONG THE COMPANIES, THE SENIOR AGENT, WELLS FARGO FOOTHILL INC., AS ADMINISTRATIVE AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO (THE "SENIOR CREDIT AGREEMENT") AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS, AS SUCH SENIOR CREDIT AGREEMENT AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS IN EACH CASE TO THE EXTENT PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

### **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of July, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUN MARKET DINING FINANCE, LLC (f/k/a Sun Market Dining Reserves, LLC), a Delaware corporation ("Sun Finance").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Senior Subordinated Secured Promissory Note dated as of the date hereof, between BOSTON MARKET CORPORATION, a Delaware corporation ("BMC") and Sun Finance (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Note"), Sun Finance is willing to make certain financial accommodations available to BMC from time to time pursuant to the terms and conditions thereof;

WHEREAS, Sun Finance is willing to make the financial accommodations to BMC as provided for in the Note, but only upon the condition, among others, that Grantors executed and delivered to Sun Finance, those certain Security Agreements dated as of March 21,

2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Sun Finance 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 Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Sun Finance 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 goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

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

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

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien created hereby secures the payment and performance of all the 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 Obligations and would be owed by Grantors, or any of them, to Sun Finance, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Event involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Sun Finance, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Sun Finance 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.

5. 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 Sun Finance with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Sun Finance 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 Sun Finance's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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 Subordinated 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Subordinated Loan Document clearly requires otherwise, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," whether or not so expressly stated in each such instance and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. References in this Trademark Security Agreement to "determination" by Sun Finance include estimates honestly made by Sun Finance (in the case of quantitative determinations) and beliefs honestly held by Sun Finance (in the case of qualitative determinations). Any reference herein or in any other Subordinated Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with


the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any requirement of a writing contained herein or in any other Subordinated Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

**BOSTON MARKET CORPORATION,**  
a Delaware corporation

By:   
Name: Greg Uhing  
Title: Senior Vice President and Chief  
Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004034 FRAME: 0266**



**SUN MARKET DINING FINANCE,  
LLC**

By: 

Name: Kevin Feinblum  
Title: Vice President and  
Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004034 FRAME: 0267

**SCHEDULE 1**

TO

**TRADEMARK SECURITY AGREEMENT****Domestic Registrations and Applications for Registration of Trademarks\***

\*All US and state trademark registrations were assigned from McDonald's Corporation to Boston Market Corporation.

<b>Trademark Name</b>	<b>Country</b>	<b>Class(es)</b>	<b>Date Applied/Filed</b>	<b>Serial / Application No.</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Status</b>
Awning Design	United States	42	12/06/94	74607565	01/14/97	2029513	Registered
Boston	United States	42	02/08/95	74631420	08/27/96	1996529	Registered
Boston Carver	United States	30	02/08/95	74631416	09/03/96	1997941	Registered
Boston Carver Sandwiches and Design	United States	30	10/18/95	75009727	06/03/97	2066383	Registered
Boston Chicken	United States	42		74023837	12/18/90	1628747	Registered
Boston Chicken	United States	29, 30	01/07/92	74235760	02/01/94	1819092	Registered
Boston Chicken Logo (Chicken Design)	United States	42	01/16/90	74019052	09/25/90	1615277	Registered
Boston Chicken Rotisserie and Design	United States	42	11/24/92	74334286	11/29/94	1865024	Registered
Boston Market	United States	36	03/13/96	75102807	08/18/98	2181724	Registered
Boston Market	United States	9, 16, 20, 21, 25	04/03/97	75268735	06/01/99	2248593	Registered
Boston Market	United States	29	07/02/93	74410044	03/19/96	1963578	Registered
Boston Market	United States	42	07/02/93	74410045	12/05/95	1940179	Registered
Boston Market and Design	United States	29	02/09/95	74631872	10/07/97	2102511	Registered
Boston Market and Design	United States	42	02/09/95	74631862	06/25/96	1982175	Registered
Boston Market and Store Front Design	United States	42	11/01/96	75190992	06/02/98	2161437	Registered
Boston Market Home Style Meals and Design	United States	42	02/09/95	74631892	01/21/97	2031466	Registered
Boston Market Logo	United States	36	05/13/96	75102806	01/27/98	2131807	Registered
Boston Market's Rotisserie Grill	United States	29,30	04/07/03	76505016	06/27/06	3109682	Registered
Boston Market's Rotisserie Grill	United States	43	04/07/03	76505012	06/27/06	3109680	Registered

Trademark Name	Country	Class(es)	Date Applied/Filed	Serial / Application No.	Registration Date	Registration No.	Status
Boston Market's Rotisserie Grill and Design	United States	29,30	04/07/03	76505017	06/27/06	3109683	Registered
Boston Market's Rotisserie Grill and Design	United States	43	04/07/03	76505013	06/27/06	3109681	Registered
BOSTONMARKET.COM	United States	42	10/07/96	75177936	05/22/01	2453391	Registered
Carver Design	United States	30	04/03/97	75268916	02/24/98	2139128	Registered
Carver Design	United States	42	05/28/97	75299177	05/12/98	2156874	Registered
Chicken Carver	United States	30	09/11/95	74727301	10/08/96	2005962	Registered
Logo (Outline)	United States	29, 42	10/26/94	74590919	12/19/95	1942467	Registered
Market	United States	42	03/02/82	73294940	03/02/82	1191424	Registered
Meat Loaf Carver	United States	30	09/11/95	74727302	10/08/96	2005963	Registered
People Pages	United States	16	01/17/97	75227234	02/24/98	2138602	Registered
Rotisserie and Design	United States	29	06/09/93	74400124	02/14/95	1878751	Registered
Store Front Design	United States	42	11/01/96	75191345	04/13/99	2237987	Registered
Turkey Carver	United States	30	09/11/95	74727303	10/08/96	2005964	Registered
We're Always Cooking	United States	43	04/07/03	76505015	01/27/04	2808409	Registered
Boston	United States (California)	42	01/22/96	unknown	03/20/96	045727	Registered
Boston	United States (Colorado)	42	10/25/95	unknown	11/03/95	951135623M	Registered
Boston	United States (Florida)	42	10/25/95	unknown	01/02/96	T96000000007	Registered
Boston	United States (Illinois)	42	03/05/96	unknown	03/13/97	080111	Registered
Boston	United States (Texas)	42	10/25/95	unknown	01/24/96	5529617	Registered

Trademark Name	Country	Class(es)	Date Applied/Filed	Serial / Application No.	Registration Date	Registration No.	Status
Market	United States (Minnesota)	35	Unknown	Unknown	06/10/96	7024	Registered
Oval Design	United States	16,29	08/23/05	78698649	08/07/07	3278146	Registered
Oval Design	United States	35,39,43	02/28/06	78825026	08/12/08	3486363	Registered
Boston Market	United States	30	6/25/2008	77507422	2/17/2009	3575574	Registered
Boston Market	United States	29, 30	2/15/2008	77397878	10/7/2008	3511498	Registered
Goodness is Served	United States	43	5/26/2009	77744553		Pending	TM
Smart Picks	United States	29	5/5/2008	77465855		Pending	TM
Smart Picks	United States	29, 30	5/5/2008	77465803		Pending	TM