

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notification of Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Peninsula Fund III Limited Partnership		02/15/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bruegger's Enterprises, Inc.
Street Address:	159 Bank Street
City:	Burlington
State/Country:	VERMONT
Postal Code:	05401-4479
Entity Type:	CORPORATION: DELAWARE

Name:	BF Holding, Inc.
Street Address:	159 Bank Street
City:	Burlington
State/Country:	VERMONT
Postal Code:	05401-4479
Entity Type:	CORPORATION: DELAWARE

Name:	Bruegger's Franchise Corporation
Street Address:	159 Bank Street
City:	Burlington
State/Country:	VERMONT
Postal Code:	05401-4479
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2706982	SOFTWICH

CH \$340.00 2706982

Registration Number:	2123032	
Registration Number:	2069340	HERBY TURKEY
Registration Number:	2066966	LEONARDO DA VEGGIE
Registration Number:	2069341	HOT SHOT TURKEY
Registration Number:	2054916	BAGELNET
Registration Number:	2054478	
Registration Number:	2054479	BRUEGGER'S BAGELS BAKED FRESH
Registration Number:	1792050	BRUEGGER'S
Registration Number:	1790827	BRUEGGER'S BAGEL BAKERY FRESH BAGELS
Registration Number:	1790828	BRUEGGER'S FRESH BAGEL BAKERY
Registration Number:	1776884	THE BEST THING ROUND
Registration Number:	1513741	BRUEGGER'S

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10628-5 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	02/15/2011

Total Attachments: 15
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**NOTIFICATION OF RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS NOTIFICATION OF RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Notification of Release") is made with reference to that certain Patent, Trademark and Copyright Security Agreement, dated as of January 30, 2004, by and between **The Peninsula Fund III Limited Partnership**, a Delaware limited partnership, having a place of business at 535 Griswold Street, Suite 2050, Detroit, Michigan 48226 ("Purchaser"), and **Bruegger's Enterprises, Inc.**, a Delaware corporation ("BEI"), **BF Holding, Inc.**, a Delaware corporation ("BFHI"), and **Bruegger's Franchise Corporation**, a Delaware corporation ("BFC") and together with BEI and BFHI jointly and severally, the "Grantor", each with its principal place of business at 159 Bank Street, Burlington, Vermont (the "IP Security Agreement").

WHEREAS, pursuant to the terms and conditions of the IP Security Agreement, Grantor granted to Purchaser a junior security interest with power of sale in and to Grantor's Patents, Copyrights and Trademarks, including the goodwill of Grantor's business connected with and symbolized by the Trademarks (collectively, the "IP Collateral"), including, without limitation, the trademark registrations set forth on the Schedule attached hereto;

WHEREAS, Grantor and Purchaser entered into the IP Security Agreement pursuant to the terms and conditions of that certain Note Purchase Agreement by and between BEI and Purchaser dated as of January 30, 2004 (the "Note Agreement"), and that certain Security Agreement by and between Grantor and Purchaser dated as of January 30, 2004 (the "Security Agreement");

WHEREAS, the IP Security Agreement was incorrectly recorded with the United States Patent and Trademark Office ("PTO") on February 11, 2004 at Reel/Frame 3101/0154, showing the name of the Purchaser as "The Peninsula Fund Limited Partnership";

WHEREAS, the IP Security Agreement was re-recorded with the PTO on October 20, 2004 at Reel/Frame 3080/0033 correctly showing the name of Purchaser as "The Peninsula Fund III Limited Partnership";

WHEREAS, Grantor has paid all of its outstanding indebtedness to Purchaser; and

WHEREAS, pursuant to the terms of that certain Payoff Letter by and between BEI and Purchaser dated as of August 1, 2006, and supplemented by Letter dated August 11, 2006, copies of which are attached hereto as Exhibit A and incorporated herein by reference, all security interests and liens granted by the Grantor to Purchaser, including any and all such security interests and liens in the IP Collateral, have been automatically and irrevocably released, and the Note Agreement, the Security Agreement, and the IP Security Agreement have been terminated and cancelled.

Grantor represents and warrants that it has the full power and authority to execute this Notification of Release for the purpose of recording the release at the PTO.

* * * * *

IN WITNESS WHEREOF, Grantor has caused this Notification of Release to be executed by its duly authorized representative as of February 15, 2011.

BRUEGGER'S ENTERPRISES, INC.

By: [Signature]

Name: DAVID P. AUSTIN

Title: PRESIDENT

STATE OF VERMONT)
COUNTY OF CHITTENDEN) SS.

On this 15th day of FEBRUARY, 2011, there appeared before me DAVID P. AUSTIN, personally known to me, who acknowledged that he/she signed the foregoing Notification of Release as his/her voluntary act and deed on behalf and with full authority of Bruegger's Enterprises, Inc.

[Signature]
Notary Public NICHOLE JULY
COMMISSION EXPIRES: 02/15/15

SCHEDULE

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Reg. No.	Filing Date/ Reg. Date	Status
SOFTWICH	U.S.	2706982	4/15/2003	Cancelled
Design (man walking)	U.S.	2123032	12/23/1997	Registered
HERBY TURKEY	U.S.	2069340	6/10/1997	Registered
LEONARDO DA VEGGIE	U.S.	2066966	6/3/1997	Registered
HOT SHOT TURKEY	U.S.	2069341	6/10/1997	Cancelled
BAGELNET	U.S.	2054916	4/22/1997	Registered
Design (Baker sliding bagel into oven)	U.S.	2054478	4/22/1997	Registered
BRUEGGER'S BAGELS BAKED FRESH and Design	U.S.	2054479	4/22/1997	Registered
BRUEGGER'S	U.S.	1792050	9/7/1993	Registered
BRUEGGER'S BAGEL BAKERY FRESH BAGELS and Design	U.S.	1790827	8/31/1993	Registered
BRUEGGER'S FRESH BAGEL BAKERY and Design	U.S.	1790828	8/31/1993	Registered
THE BEST THING ROUND	U.S.	1776884	6/15/1993	Registered
BRUEGGER'S	U.S.	1513741	11/22/1988	Registered

FOREIGN TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No./ Reg. No.	Filing Date/ Reg. Date	Status
JVAHH!	Canada	TMA532013	8/31/2000	Registered
JVAHHCCINO!	Canada	TMA500265	9/9/1998	Expunged
Design (Baker sliding bagel into oven)	Canada	TMA493249	4/20/1998	Registered
TOTALLY COMPLETELY OBSESSED WITH FRESHNESS	Canada	TMA513637	7/29/1999	Registered
BRUEGGER'S BAGELS BAKED FRESH and Design	Canada	TMA493248	4/20/1998	Registered

Mark	Jurisdiction	Serial No./ Reg. No.	Filing Date/ Reg. Date	Status
WE BAKE THEM IN SMALL BATCHES ALL DAY LONG BECAUSE PEOPLE COME IN SMALL BATCHES ALL DAY LONG	Canada	TMA493263	4/20/1998	Registered
BRUEGGER'S FRESH BAGEL BAKERY and Design	Canada	TMA432795	9/2/1994	Expunged
BRUEGGER'S BAGEL BAKERY FRESH BAGELS and Design	Canada	TMA431808	8/12/1994	Registered
THE BEST THING ROUND	Canada	TMA452098	12/22/1995	Registered
BRUEGGER'S	Canada	TMA469640	1/24/1997	Registered
BRUEGGER'S	CTM (Europe)	158402	6/25/1998	Registered

EXHIBIT A

**PAYOFF LETTER DATED AUGUST 1, 2008
AND
SUPPLEMENT DATED AUGUST 11, 2006**



PENINSULA CAPITAL PARTNERS LLC

August 1, 2006

Re: Payoff of all of the obligations of Bruegger's Enterprises, Inc. (the "Company") to The Peninsula Fund III Limited Partnership ("Peninsula") under the Note Purchase Agreement dated as of January 30, 2004, as amended ("Note Agreement") and release of collateral.

Ladies and Gentlemen:

This letter is to acknowledge your request for a payoff balance for payment on or before August 31, 2006 of the Company's obligations to Peninsula under the Note Agreement, Senior Subordinated Note and Other Agreements (such obligations called for by the loan documents between the Company and Peninsula, including deferred interest, are referred to, collectively, as the "Obligations").

As more particularly described below, upon the condition that Peninsula receives (a) an executed copy of this letter from you, and (b) a wire transfer in the Payoff Amount (as defined below) in accordance with the instructions set forth below, then this letter constitutes the agreement of Peninsula that, concurrently with such payments and delivery and without the need of any further notice or action, but at the sole cost and expense of the Company, (i) all security interests and liens which the Company or any stockholder or subsidiary of the Company has granted to Peninsula in any or all of the Company's assets or any such stockholder's or subsidiary's assets will be automatically and irrevocably released and the Note Agreement, Senior Subordinated Note, Other Agreements and all other loan documents and security agreements with Peninsula shall be terminated, (ii) the Company, CapitalSource Finance LLC ("CapitalSource"), and/or its or their respective agents, attorneys and designees shall be immediately entitled to prepare and file and/or record each of the UCC-3 termination statements, mortgage discharges and other releases to terminate and/or release all liens and security interests of record in favor of Peninsula, including, without limitation, UCC-3 termination statements with respect to the UCC financing statements identified on Exhibit A hereto, (iii) all pledges of stock, membership interests, or partnership interests given by the Company or its stockholders or its subsidiaries to secure the Obligations will be automatically and irrevocably released, and Peninsula agrees to promptly deliver to Company any stock certificates, stock powers or other ownership certificates that are held by or on behalf of Peninsula as collateral for the Obligations, (iv) Peninsula agrees to promptly deliver to Company any notes that were issued to Peninsula to evidence the Obligations, which shall be marked "paid in full" and "cancelled" and (v) Peninsula releases all collateral assignments of rights given by the Company to secure the Obligations. Peninsula will promptly execute and deliver to the Company, and, after receipt by Peninsula of the Payoff Amount, the Company, CapitalSource or its or their agents, attorneys and designees are irrevocably authorized to file or record, as the case may be, such releases, discharges and termination statements to be prepared by the Company or CapitalSource and provided to Peninsula, and all such other releases, deeds of release or such other agreements as Company or CapitalSource may reasonably request and which are provided to Peninsula by Company. All of the foregoing shall be at the Company's sole cost and expense.

The payoff amount on or before August 31, 2006 is \$5,391,530.24, which consists of the amounts described in attached Schedule 1 (the "Payoff Amount"). If the Payoff Amount is not received on or before August 31, 2006, this payoff letter shall terminate and be of no further force and effect.

The Buhl Building
535 Griswold Street, Suite 2050 • Detroit, Michigan 48226 • P: 313.237.5100 F: 313.237.5111
www.peninsulafunds.com

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The Payoff Amount must be received by Peninsula by wire transfer in immediately available funds by no later than 1:00 p.m. on the date of payoff to the following account:

Comerica Bank
Detroit, Michigan
ABA #: 072-000-096
Master Trust Account #: 2158598546
Further Credit: The Peninsula Fund III Limited Partnership
Further Credit A/C# 1085003524
Bank Contact: Ralph Johnston (313) 222-9053
Reference: Bruegger's Enterprises, Inc.

This letter and the Payoff Amount relate to all Obligations of the Company under the Note Agreement, the Senior Subordinated Note and the Other Agreements. The Company acknowledges and agrees that all provisions contained in Sections 2.8 (Interest Laws), 12.1 (Expenses), 12.2 (Indemnity), 12.11 (Law Governing), 12.13 (Confidentiality) and 12.14 (Waiver of Jury Trial) of the Note Agreement survive payment of the Obligations pursuant to this payoff letter and remain in full force and effect. Upon receipt of the Payoff Amount, all of the Obligations (excluding indemnity and other obligations which by their terms under the Note Agreement or the Other Agreements, or under the terms of this payoff letter, survive repayment) shall be deemed to be fully paid. Nothing in this letter releases the Company from any other obligation or agreement that survives the term of the Note Agreement and Other Agreements between the Company and Peninsula.

The Company represents and warrants that the Senior Lender has consented in writing to the payoff and satisfaction of the Obligations.

Capitalized terms used but not defined herein have the meanings assigned thereto in the Note Agreement.

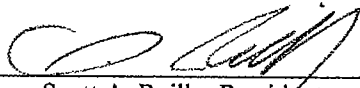
The facsimile or other electronically transmitted copy of this letter is to be treated the same as an originally executed copy of this letter.

.....
This letter agreement may be executed in counterparts, each of which shall be deemed to constitute an original document. If you have any questions concerning this letter please feel free to contact me.

Very truly yours,

THE PENINSULA FUND III LIMITED
PARTNERSHIP

By: Peninsula Capital Partners, LLC,
general partner

By: 

Scott A. Reilly, President

AGREED TO AND ACCEPTED BY:

BRUEGGER'S ENTERPRISES, INC.
By: _____
Title: _____
Date: August __, 2006

08/02/06 WED 16:41 FAX 312 881 2200

KIRKLAND & ELLIS LLP

004

This letter agreement may be executed in counterparts, each of which shall be deemed to constitute an original document. If you have any questions concerning this letter please feel free to contact me.


Very truly yours,

THE PENINSULA FUND III LIMITED PARTNERSHIP

By: Peninsula Capital Partners, LLC, general partner

By: _____
Scott A. Reilly, President

AGREED TO AND ACCEPTED BY:

BRUEGGER'S ENTERPRISES, INC.	
By:	
Title:	V.P. Finance
Date:	July , 2006

SCHEDULE 1

A. Note Obligation

Principal on Senior Subordinated Note	\$4,500,000.00
Accrued Interest through August 31, 2006, Deferral Notes and Deferred Interest	\$890,330.24
Total:	\$5,390,330.24

B. Costs and Expenses.

Legal Fees Reserve	\$1,100.00
Peninsula Out of Pocket Expense Reimbursement	\$100.00
Total:	\$1,200.00

Total Payoff Amount \$5,391,530.24

EXHIBIT A

STATE	FILING OFFICE	TYPE	DEBTOR	SECURED PARTY	FILING NUMBER	DATE OF FILING
Delaware	Secretary of State	UCC-1	Bruegger's Enterprises, Inc.	The Peninsula Fund III Limited Partnership	40427650	2/17/04
Delaware	Secretary of State	UCC-1	BF Holding, Inc.	The Peninsula Fund III Limited Partnership	40427536	2/17/04
Delaware	Secretary of State	UCC-1	Bruegger's Franchise Corporation	The Peninsula Fund III Limited Partnership	40427726	2/17/04

DETROIT 26950-15 946522v2



PENINSULA CAPITAL PARTNERS L.L.C.

August 11, 2006

Re: Payoff letter dated August 1, 2006 relating to the payoff of all of the obligations of Bruegger's Enterprises, Inc. (the "Company") to The Peninsula Fund III Limited Partnership ("Peninsula") under the Note Purchase Agreement dated as of January 30, 2004, as amended ("Note Agreement") and release of collateral (the "Payoff Letter").

Ladies and Gentlemen:

This letter is to acknowledge that an incorrect calculation was made with respect to the Payoff Amount of the Company's Obligations to Peninsula detailed in the Payoff Letter.

The additional payoff balance is \$54,612.39 (as set forth on Schedule 1) (the "Additional Payoff Amount") and payment should be remitted by wire transfer in immediately available funds to the following account:

Comerica Bank
Detroit, Michigan
ABA #: 072-000-096
Master Trust Account #: 2158598546
Further Credit: The Peninsula Fund III Limited Partnership
Further Credit A/C# 1085003524
Bank Contact: Ralph Johnston (313) 222-9053
Reference: Bruegger's Enterprises, Inc.

The undersigned hereby certifies its release in the Payoff Letter of all security interests and liens which the Company or any stockholder or subsidiary of the Company previously granted to Peninsula. Nothing in this letter releases the Company from any other obligation or agreement that survives the term of the Note Agreement and Other Agreements between the Company and Peninsula.

Capitalized terms used but not defined herein have the meanings assigned thereto in the Payoff Letter.

The facsimile or other electronically transmitted copy of this letter is to be treated the same as an originally executed copy of this letter.

This letter agreement may be executed in counterparts, each of which shall be deemed to constitute an original document. If you have any questions concerning this letter please feel free to contact me.

Very truly yours,

THE PENINSULA FUND III LIMITED
PARTNERSHIP

By: Peninsula Capital Partners, LLC,
general partner

By: 

Scott A. Reilly, President

AGREED TO AND ACCEPTED BY:

BRUEGGER'S ENTERPRISES, INC.

By: _____

Title: _____

Date: August __, 2006

This letter agreement may be executed in counterparts, each of which shall be deemed to constitute an original document. If you have any questions concerning this letter please feel free to contact me.

Very truly yours,

THE PENINSULA FUND III LIMITED
PARTNERSHIP

By: Peninsula Capital Partners, LLC,
general partner

By: _____
Scott A. Reilly, President

AGREED TO AND ACCEPTED BY:

BRUEGGER'S ENTERPRISES, INC.
By: <u>[Signature]</u>
Title: <u>V.P. Finance</u>
Date: August <u>14</u> , 2006

SCHEDULE 1

A. **Additional Payoff Amount**

Accrued Interest at 12% through August 31, 2006, Deferral Notes and Deferred Interest	\$54,612.39
Total:	\$54,612.39