

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABP CORPORATION		06/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GCI CAPITAL MARKETS LLC, as Administrative Agent
Street Address:	551 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

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:	2939859	AU BON PAIN
Registration Number:	1270374	AU BON PAIN
Registration Number:	2854475	AU BON PAIN
Registration Number:	2655972	AU BON PAIN
Registration Number:	2668280	AU BON PAIN
Registration Number:	2792459	AU BON PAIN
Registration Number:	2534803	AUBONPAIN.COM
Registration Number:	3008742	FROZEN BLASTS
Registration Number:	2146927	MOCHA BLAST
Registration Number:	3373148	THE BISTRO AU BON PAIN

CORRESPONDENCE DATA

900195934

**TRADEMARK
 REEL: 004572 FRAME: 0916**

OP \$340.00 3115248

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
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Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.027
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/30/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 30, 2011, by and between ABP CORPORATION, a Delaware corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof by, and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the full and prompt payment and performance of all of the obligations, Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest (subject to Permitted Encumbrances) in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as the Grantor begins to use such trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.


4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Page Follows]

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

ABP CORPORATION

By: 

Michael J. Lynch
Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

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

ABP CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: Andrew Steuerman
Name: Andrew H. Steuerman
Title: Senior Managing Director

Schedule A**Registered Trademarks**

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
ALWAYS SOMETHING NEW	3,115,248	07/11/2006
AU BON PAIN	1,757,444	03/09/1993
AU BON PAIN	1,134,895	05/06/1980
AU BON PAIN	2,939,859	04/15/2005
AU BON PAIN	1,270,374	03/13/1984
AU BON PAIN (and Design)	2,854,475	06/15/2004
AU BON PAIN (and Design)	2,655,972	12/03/2002
AU BON PAIN (and Design)	2,668,280	12/31/2002
AU BON PAIN (Stylized)	2,792,459	12/09/2003
AUBONPAIN.COM	2,534,803	01/29/2002
FROZEN BLASTS	3,008,742	10/25/2005
MOCHA BLAST	2,146,927	03/31/1998
THE BISTRO AU BON PAIN	3,373,148	01/22/2008