

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
Bruegger's Enterprises, Inc.		12/18/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of the West		
Street Address:	4400 MacArthur Blvd., Suite 150		
Internal Address:	Mail Sort: SC-634-01-C		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1513741	BRUEGGER'S	
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:	2054479	BRUEGGER'S BAGELS BAKED FRESH	
Registration Number:	2054916	BAGELNET	
Registration Number:	2069340	HERBY TURKEY	
Registration Number:	2066966	LEONARDO DA VEGGIE	
Registration Number:	2123032		
Registration Number:	3273293	BRUEGGER'S BAKED FRESH	
Registration Number:	3485393	BREW FOR THE CREW	
Registration Number:	3720329	DUO	

Registration Number:	3830844	BOTTOMLESS MUG CLUB
Serial Number:	85687369	BRUEGGER'S BAGELS BAKED FRESH

CORRESPONDENCE DATA

Fax Number: 6192331158

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 619-233-1155

Email: sdrake@allenmatkins.com

Correspondent Name: Scott Drake, Paralegal

Address Line 1: 501 West Broadway, 15th Floor

Address Line 2: Allen Matkins

Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	371507-00025
NAME OF SUBMITTER:	Karen Dubnansky, VP Bank of the West
Signature:	/Karen Dubnansky/
Date:	12/19/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2012 (this "Agreement"), is made by BRUEGGER'S ENTERPRISES, INC., a Delaware corporation ("Grantor"), in favor of Bank of the West, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of December 18, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Le Duff America, Inc., a Delaware Corporation, the various financial institutions and other Persons from time to time party thereto, as lenders and the Administrative Agent, the Lenders have extended Commitments to make Loans to and maintain Loans with the Company;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of December 18, 2012 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5(e) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the

business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I, to the extent permitted by such Trademark License;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (iii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the

Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of California.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the 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.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

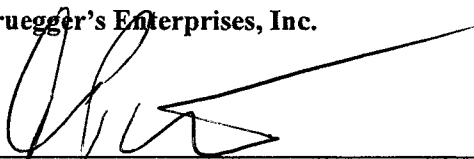
SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first written above.

GRANTOR

Bruegger's Enterprises, Inc.


By: Bob Parette, CFO

ADMINISTRATIVE AGENT

Bank of the West, as Administrative Agent

Name: _____
Title: _____

[Trademark Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first written above.

GRANTOR

Bruegger's Enterprises, Inc.

By: Bob Parette, CFO

ADMINISTRATIVE AGENT

Bank of the West, as Administrative Agent

Karen Dubnasky
Name: Karen I. Dubnasky
Title: Vice President

[Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Applicant/Owner	Title	Co.	St.	Filing Date	Appl. No.	Reg. Date	Reg. No.
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAGEL BAKERY FRESH BAGELS & Design	CA	R	May 11/1993	728,762	Aug 12/1994	431,808
BRUEGGER'S ENTERPRISES, INC.	THE BEST THING ROUND	CA	R	May 11/1993	728,764	Dec 22/1995	452,098
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S	CA	R	May 07/1993	728,625	Jan 24/1997	469,640
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAGELS BAKED FRESH & Design	CA	R	Apr 30/1996	811,274	Apr 20/1998	493,248
BRUEGGER'S ENTERPRISES, INC.	SINGLE BAKER/SINGLE BAGEL & Design	CA	R	Apr 30/1996	811,272	Apr 20/1998	493,249
BRUEGGER'S ENTERPRISES, INC.	Man Design	CA	R	Dec 12/2005	1282669	Jul 16/2007	692,068
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAKED FRESH & Design	CA	R	Sep 21/2006	1317459	Apr 08/2010	763,569
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S (U.S.)	US	R	Feb 17/1987	73/645,091	Nov 22/1988	1,513,741
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAGEL BAKERY FRESH BAGELS (U.S.)	US	R	Oct 07/1992	74/320,475	Aug 31/1993	1,790,827
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S FRESH BAGEL BAKERY & Design (U.S.)	US	R	Oct 07/1992	74/320,577	Aug 31/1993	1,790,828
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S (U.S.)	US	R	Dec 02/1992	74/336,213	Sep 07/1993	1,792,050

Applicant/Owner	Title	Co.	St.	Filing Date	App. No.	Reg. Date	Reg. No.
BRUEGGER'S ENTERPRISES, INC.	SINGLE BAKER/SINGLE BAGEL & Design (U.S.)	US	R	Jan 19/1996	75/046,199	Apr 22/1997	2,054,478
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAGEL BAKED FRESH & Design (U.S.)	US	R	Jan 19/1996	75/046,205	Apr 22/1997	2,054,479
BRUEGGER'S ENTERPRISES, INC.	BAGELNET (U.S.)	US	R	Apr 16/1996	75/088,844	Apr 22/1997	2,054,916
BRUEGGER'S ENTERPRISES, INC.	HERBY TURKEY (U.S.)	US	R	May 08/1996	75/100,751	Jun 10/1997	2,069,340
BRUEGGER'S ENTERPRISES, INC.	LEONARFO DA VEGGIE (U.S.)	US	R	May 08/1996	75/100,753	Jun 03/1997	2,066,966
BRUEGGER'S ENTERPRISES, INC.	Man Design (U.S.)	US	R	Jul 05/1996	75/130,223	Dec 23/1997	2,123,032
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAKED FRESH & Design (U.S.)	US	R	Sep 14/2006	76/666,020	Aug 07/2007	3,273,293
BRUEGGER'S ENTERPRISES, INC.	BREW FOR THE CREW (U.S.)	US	R	Apr 01/2004	76/585,145	Aug 12/2008	3,485,393
BRUEGGER'S ENTERPRISES, INC.	DUO (U.S.)	US	R	Feb 05/2009	77/664,142	Dec 01/2009	3,720,329
BRUEGGER'S ENTERPRISES, INC.	Bottomless Mug Club (U.S.)	US	R	Oct 19/2009	77/851,877	Aug 10/2010	3,830,844
BRUEGGER'S ENTERPRISES, INC.	WE BAKE THEM IN SMALL BATCHES ALL DAY LONG BECAUSE PEOPLE COME IN SMALL BATCHES ALL DAY LONG	CA	R	Apr 30/1996	811,275	Apr 20/1998	493,263
BRUEGGER'S ENTERPRISES, INC.	TOTALLY COMPLETELY OBSESSED WITH FRESHNESS	CA	R	Apr 30/1996	811,273	Jul 29/1999	513,637
BRUEGGER'S ENTERPRISES, INC.	JAVAHHI	CA	R	Apr 30/1996	811,271	Aug 31/2000	532,013

Applicant/Owner	Title	Co.	St.	Filing Date	App No.	Reg. Date	Reg. No.
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAGELS BAKED FRESH & Design (U.S.)	US	P				