

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOSTON MARKET CORPORATION		12/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 32

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:	1819092	BOSTON CHICKEN
Registration Number:	1628747	BOSTON CHICKEN
Registration Number:	1615277	
Registration Number:	1865024	BOSTON CHICKEN ROTISSERIE
Registration Number:	3511498	BOSTON MARKET
Registration Number:	3575574	BOSTON MARKET
Registration Number:	1940179	BOSTON MARKET
Registration Number:	1963578	BOSTON MARKET
Registration Number:	2181724	BOSTON MARKET
Registration Number:	2248593	BOSTON MARKET

TRADEMARK

Registration Number:	1982175	BOSTON MARKET
Registration Number:	2102511	BOSTON MARKET
Registration Number:	2161437	BOSTON MARKET
Registration Number:	2031466	BOSTON MARKET HOME STYLE MEALS
Registration Number:	2131807	
Registration Number:	2453391	BOSTONMARKET.COM
Registration Number:	2139128	
Registration Number:	2156874	
Registration Number:	2005962	CHICKEN CARVER
Registration Number:	1942467	
Registration Number:	1191424	MARKET
Registration Number:	2005963	MEAT LOAF CARVER
Registration Number:	3486363	
Registration Number:	2138602	PEOPLE PAGES
Registration Number:	1878751	ROTISSERIE
Registration Number:	2237987	
Registration Number:	2005964	TURKEY CARVER
Registration Number:	3931742	GOODNESS IS SERVED

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: MINETTE M. TAYCO, C/O PAUL HASTINGS LLP
Address Line 1: 515 S. FLOWER STREET, 25TH FLOOR
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFB/BOSTON(91354.2): TR
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	12/16/2013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of December, 2013, by and between Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 16, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **BOSTON MARKET INTERMEDIATE HOLDING CORP.**, a Delaware corporation ("Parent"), and **BOSTON MARKET CORPORATION**, a Delaware corporation (the "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, and Wells Fargo, as lead arranger, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 16, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademark registrations and applications for registration of Trademarks, including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, the Trademark Collateral shall not include (x) any asset that does not also constitute Collateral, or (y) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks that constitute Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration that constitute Collateral in accordance with the terms of the Credit Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

BOSTON MARKET CORPORATION,
a Delaware corporation

By: 
Name: Greg Uling
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: 

Name: Evan J. Russell

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.
Boston Market Corporation	United States	Awning Design	2029513
Boston Market Corporation	United States	Boston	1996529
Boston Market Corporation	United States	Boston Carver	1997941
Boston Market Corporation	United States	Boston Carver Sandwiches and Design	2066383
Boston Market Corporation	United States	Boston Chicken	1819092
Boston Market Corporation	United States	Boston Chicken	1628747
Boston Market Corporation	United States	Boston Chicken Logo (Chicken Design)	1615277
Boston Market Corporation	United States	Boston Chicken Rotisserie and Design	1865024
Boston Market Corporation	United States	Boston Market	3511498
Boston Market Corporation	United States	Boston Market	3575574

Grantor	Country	Mark	Application/ Registration No.
Boston Market Corporation	United States	Boston Market	1940179
Boston Market Corporation	United States	Boston Market	1963578
Boston Market Corporation	United States	Boston Market	2181724
Boston Market Corporation	United States	Boston Market	2248593
Boston Market Corporation	United States	Boston Market and Design	1982175
Boston Market Corporation	United States	Boston Market and Design	2102511
Boston Market Corporation	United States	Boston Market and Store Front Design	2161437
Boston Market Corporation	United States	Boston Market Home Style Meals and Design	2031466
Boston Market Corporation	United States	Boston Market Logo	2131807
Boston Market Corporation	United States	BOSTONMARKET.COM	2453391
Boston Market Corporation	United States	Carver Design	2139128
Boston Market	United States	Carver Design	2156874

Grantor	Country	Mark	Application/ Registration No.
Corporation			
Boston Market Corporation	United States	Chicken Carver	2005962
Boston Market Corporation	United States	Logo (Outline)	1942467
Boston Market Corporation	United States	Market	1191424
Boston Market Corporation	United States	Meat Loaf Carver	2005963
Boston Market Corporation	United States	Oval Design	3486363
Boston Market Corporation	United States	People Pages	2138602
Boston Market Corporation	United States	Rotisserie and Design	1878751
Boston Market Corporation	United States	Store Front Design	2237987
Boston Market Corporation	United States	Turkey Carver	2005964
Boston Market Corporation	United States	Goodness Is Served	3931742
Boston Market Corporation	United States (California)	Boston	045727

Grantor	Country	Mark	Application/ Registration No.
Boston Market Corporation	United States (Colorado)	Boston	951135623M
Boston Market Corporation	United States (Florida)	Boston	T96000000007
Boston Market Corporation	United States (Illinois)	Boston	080111
Boston Market Corporation	United States (Minnesota)	Market	7024
Boston Market Corporation	United States (Texas)	Boston	5529617