

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boston Market Corporation		12/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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

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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: 2129692900
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-116
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	12/16/2013

Total Attachments: 9

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TRADEMARK

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16 day of December 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **JEFFERIES FINANCE LLC** ("Jefferies"), in its capacity as agent for each member of the Lender Group (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 Second Lien 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 the Lead Arrangers, the Lender Group has agreed to make Loans available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the Loans to Borrower as provided for in the Credit Agreement, and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Second Lien 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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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 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. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 such 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 Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any 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, pursuant to the Guaranty and Security Agreement. Each 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 any Grantor shall obtain rights to any new trademarks that constitute Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors 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 Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER 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 undersigned parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

BOSTON MARKET CORPORATION, a Delaware corporation

By: 

Name: Greg Uhing

Title: Chief Financial Officer


[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

JEFFERIES FINANCE LLC

By: 
Name: Brian Buoye
Title: Managing Director

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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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