# CH \$1690.00 281629

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM435498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pumpernickel Associates, LLC		07/18/2017	Limited Liability Company:
Paradise Bakery & Café, Inc.		07/18/2017	Corporation:

### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	CIB DMO WLO -Mail code NY1-C413
Internal Address:	4 CMC
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Bank: UNITED STATES

### **PROPERTY NUMBERS Total: 67**

Property Type	Number	Word Mark
Registration Number:	2816290	A LOAF OF BREAD IN EVERY ARM
Registration Number:	2970064	BACON TURKEY BRAVO
Registration Number:	2761065	BAGUETTE UNIVERSITY
Registration Number:	4937918	BAKERS IN TRAINING PANERA BREAD FOR KIDS
Registration Number:	2720922	BREADUCATION
Serial Number:	87475300	CRAFTED CLEAN
Registration Number:	4987659	DAY-END DOUGH-NATION
Registration Number:	2257452	DOUGH FOR FUNDS
Registration Number:	3906276	EVERY DETAIL MATTERS
Registration Number:	2913034	FRESH BREAD MAKES FRIENDS
Registration Number:	2755383	FRESH FROM THE OVEN
Registration Number:	2980821	FRONTEGA CHICKEN PANINI
Serial Number:	87436354	GOOD FOOD WHEREVER
Registration Number:	5156585	INSPIRED BY PANERA. HOMEMADE BY YOU.
Registration Number:	4080317	MAKE TODAY BETTER
Serial Number:	87479234	MODERN CLASSICS
Registration Number:	4934854	

TRADEMARK REEL: 006107 FRAME: 0818

900413751

Property Type	Number	Word Mark
Registration Number:	2341776	
Registration Number:	2190023	BREAD
Registration Number:	3267791	
Registration Number:	4038347	MYPANERA
Registration Number:	1878878	OPERATION DOUGH-NATION
Registration Number:	4934852	PANERA
Registration Number:	2806259	PANERA
Serial Number:	87410316	PANERA BAKERS IN TRAINING
Registration Number:	2347523	PANERA BREAD
Registration Number:	2288311	PANERA BREAD
Serial Number:	86549344	PANERA BREAD FOOD AS IT SHOULD BE
Registration Number:	2288314	PANERA BREAD
Registration Number:	2354029	PANERA BREAD
Registration Number:	2299040	PANERA BREAD
Registration Number:	3644909	PANERA BREAD
Registration Number:	2798985	PANERA CARD
Registration Number:	4095717	PANERA CARES
Registration Number:	4637473	PANERA CARES
Serial Number:	87409007	PANERA DAY-END DOUGH-NATION
Registration Number:	2910670	PANERA EXPRESS
Serial Number:	86549341	PANERA FOOD AS IT SHOULD BE
Serial Number:	87409016	PANERA FUNDRAISING
Serial Number:	87410323	PANERA GIVES
Registration Number:	4934851	PANERA BREAD
Registration Number:	4930117	PANERA BREAD
Registration Number:	4720625	PANERA TO YOU
Registration Number:	4451526	PANERA TO YOU
Registration Number:	2993487	PINK RIBBON BAGEL
Serial Number:	87478714	RAPID PICK-UP
Serial Number:	86635606	RETHINK DINNER
Serial Number:	86549346	RETHINK HOMEMADE
Registration Number:	2026248	SAINT LOUIS BREAD COMPANY
Registration Number:	4488706	SHARE THE WARMTH
Registration Number:	2958788	SMOKEHOUSE TURKEY PANINI
Registration Number:	4533900	START WITH BREAD
Registration Number:	2267376	THE UNIVERSAL SPIRIT OF BREAD IS SHARING
Serial Number:	86465269	TUMBOWLER
Registration Number:	2793880	

Property Type	Number	Word Mark
Registration Number:	2874753	VIA PANERA
Registration Number:	3241588	VIA PANERA
Registration Number:	3244097	VIA PANERA
Registration Number:	4192798	YOU PICK 2
Registration Number:	4820747	YOU PICK 2
Registration Number:	2801979	YOU PICK TWO
Registration Number:	4825010	YP2
Registration Number:	3186583	PARADISE BAKERY & CAFE ESTABLISHED 1976
Registration Number:	3189122	PARADISE BAKERY & CAFE
Registration Number:	1482003	PARADISE BAKERY UNIQUE QUALITY
Registration Number:	1543798	PARADISE BAKERY
Registration Number:	1466754	PARADISE BAKERY

### **CORRESPONDENCE DATA**

**Fax Number:** 2123108007

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

**Phone:** 212.310.8561

**Email:** juan.arias@weil.com

Correspondent Name: Sean McClay

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Sean McClay - 55160.0024
NAME OF SUBMITTER:	Sean McClay
SIGNATURE:	/Sean McClay/
DATE SIGNED:	07/18/2017

### **Total Attachments: 13**

source=Rye - IP Security Agreement EXECUTED#page1.tif source=Rye - IP Security Agreement EXECUTED#page2.tif source=Rye - IP Security Agreement EXECUTED#page3.tif source=Rye - IP Security Agreement EXECUTED#page4.tif source=Rye - IP Security Agreement EXECUTED#page5.tif source=Rye - IP Security Agreement EXECUTED#page6.tif source=Rye - IP Security Agreement EXECUTED#page7.tif source=Rye - IP Security Agreement EXECUTED#page8.tif source=Rye - IP Security Agreement EXECUTED#page9.tif source=Rye - IP Security Agreement EXECUTED#page10.tif source=Rye - IP Security Agreement EXECUTED#page11.tif source=Rye - IP Security Agreement EXECUTED#page12.tif source=Rye - IP Security Agreement EXECUTED#page13.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "<u>IP Security Agreement</u>"), dated as of July 18, 2017, is among the Persons listed on the signature pages hereto (each, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") and JPMORGAN CHASE BANK, N.A. ("<u>JPMCB</u>"), as collateral agent (the "<u>Collateral Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 18, 2017 (the "Closing Date"), by and among Rye Parent Corp., a Delaware corporation ("Holdings"), Panera Bread Company, a Delaware corporation, (as successor by merger to Rye Merger Sub, Inc., a Delaware corporation, the "Parent Borrower"), the Lenders party thereto from time to time, JPMCB, as administrative agent and collateral agent and the other parties thereto from time to time (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the issuance of Letters of Credit by the Issuing Banks from time to time, the entry into Swap Agreements by certain Secured Parties from time to time and the entry into arrangements the obligations under which constitute Deposit Obligations by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of the Closing Date, by and among Holdings, the Parent Borrower, certain Subsidiaries of the Parent Borrower from time to time party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO, the Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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

SECTION 1. Grant of Security. To secure the prompt and complete payment and performance of all Obligations, each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Intellectual Property to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the U.S., including the following (the "Collateral"):

- (i) any and all Patents;
- (ii) any and all Trademarks;
- (iii) any and all Copyrights;

- (iv) any and all registrations and applications for registration for any of the foregoing in the USPTO or the Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of U.S. Patents, Trademarks, and Copyrights set forth in <u>Schedule I</u> (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof; and
- (v) any and all exclusive licenses to one or more Copyrights registered with the Copyright Office;

<u>provided</u>, that notwithstanding anything to the contrary contained in the foregoing <u>clauses (i)</u> through <u>(iv)</u>, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets.

- SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations.
- SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.
- SECTION 4. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full, the Administrative Agent shall execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Collateral Agent's security interest in the Collateral.
- SECTION 5. <u>Counterparts</u>. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by email or other electronic (including in ".pdf" or ".tif" format) means shall be effective as delivery of a manually executed counterpart of this Agreement.
- SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

### SECTION 7. Governing Law; Jurisdiction; Etc.

- (a) <u>Governing Law.</u> THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.
- (b) <u>Jurisdiction</u>. Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or state court located in the borough of Manhattan in the City of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document (excluding the enforcement of the Security Documents to the extent such security documents expressly provide otherwise), or for recognition or enforcement of any judgment, and each of such parties hereto

hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such federal court. Each of such parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

- (c) <u>Venue</u>. Each Grantor and each other party to this IP Security Agreement hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this IP Security Agreement or any other Loan Document in any court referred to in  $\underline{\text{Section 6(b)}}$ . Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- (d) <u>Service of Process</u>. Each Grantor and each other party to this IP Security Agreement hereto irrevocably consents to service of process in the manner provided for notices in Section 10.01 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this IP Security Agreement to serve process in any other manner permitted by law.
- (e) <u>WAIVER OF JURY TRIAL</u>. EACH GRANTOR AND EACH OTHER PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THE LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS <u>SECTION 6(e)</u>.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PANERA BREAD COMPANY

By:

Name: Ronald M. Shaich
Title: Chief Executive Officer

PANERA, LLC

By:

Name: Ronald M. Shaich Title: Chief Executive Officer

PUMPERNICKEL ASSOCIATES, LLC

By:

Name: Ronald M. Shaich Title: Chief Executive Officer

PARADISE BAKERY & CAFE, INC.

By:

Name: Ronald M. Shaich Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

### ACKNOWLEDGED AND ACCEPTED BY:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:

Name: Courtie Eng Title: Vice President

Schedule

<u>Patents</u>

TECHNIQUES FOR ANALYZING OPERATIONS OF ONE OR MORE RESTAURANTS	METHODS AND APPARATUS FOR FACILITATION OF ORDERS OF FOOD ITEMS	METHODS AND APPARATUS FOR FACILITATION OF ORDERS OF FOOD ITEMS	TECHNIQUES FOR ANALYZING OPERATIONS OF ONE OR MORE RESTAURANTS	TECHNIQUES FOR ANALYZING OPERATIONS OF ONE OR MORE RESTAURANTS	METHODS AND APPARATUS FOR FACILITATION OF ORDERS OF FOOD ITEMS	METHODS AND APPARATUS FOR FACILITATION OF A FOOD ORDER	SYSTEM AND METHOD FOR IMPROVING THE SATISFACTION OF CUSTOMERS OF A HIGH-VOLUME RESTAURANT
15/059333	14/853845	14/850837	14/980109	14/032701	13/840044	13/839256	App. No. 11/222580
March 3, 2016	September 14, 2015	September 10, 2015	December 28, 2015	September 20, 2013   9257150	March 15, 2013	March 15, 2013	App. Date September 9, 2005
			9336830	9257150	9159094	9070175	<b>Patent no.</b> 8006804
			May 10, 2016	February 9, 2016	October 13, 2015	June 30, 2015	Issue date. August 30, 2011
Panera, LLC	Panera, LLC	<b>Owner</b> Pumpernickel Associates, LLC					
Pending	Pending	Pending	Issued	Issued	Issued	Issued	Status Issued

SYSTEMS AND METHODS  15/194949  June 28, 2016  Panera, LLC  RESTAURANT OPERATIONS  SYSTEMS AND METHODS  15/194959  June 28, 2016  Panera, LLC  Panera, LLC
15/194949 June 28, 2016 NS 15/194959 June 28, 2016
15/194959 June 28, 2016

## Trademarks

Registered				Filina		Den		Owner
EVERY ARM         Registered         76/447284         6-Sep-         2816290         24-Feb-         24-Feb-           1O         Registered         78/324557         7-Nov-         2970064         19-Jul-         2004         2004           Y         Registered         76/402831         2-May-         2761065         09-Sep-         09-Sep-           Logo         Registered         86/498788         8-Jan-         4937918         12-Apr-         2003         2023           Logo         Registered         76/398650         22-Apr-         2720922         20-Jun-         12-Apr-           2002         2003         2003         2003         2003           1ON         Registered         86/787540         14-Oct-         4987659         28-Jun-         2006           2015         2016         2026         2023         2003         2023           1ON         Registered         75/083466         4-Apr-         2257452         29-Jun-         29-Jun-           2004         2005         2003         2034         20-Jun-         2006         2026           2008         2009         2014         2004         2004         2011         2021	Trademark	Status	App No.	Date	Reg no.	date	Renewal	Control
OO         Registered         78/324557         7-Nov- 2970064         19-Jul- 19-Jul- 19-Jul- 19-Jul- 19-Jul- 19-Jul- 19-Jul- 2003         2002         20065         2026         2025         2026         2025         2026         2027         2027         2026         2027         2027         2027         2027         2027         2027         2027         2027         2027         2027         2027         2027         2027         2027         2023	A LOAF OF BREAD IN EVERY ARM	Registered	76/447284	6-Sep-	2816290	24-Feb-	24-Feb-	Pumpernickel
O         Registered         78/324557         7-Nov-         2970064         19-Jul-         19-Jul-           YY         Registered         76/402831         2-May-         2761065         09-Sep-         2005         2025           Logo         Registered         86/498788         8-Jan-         4937918         12-Apr-         20-Apr-           Logo         Registered         76/398650         22-Apr-         2720922         03-Jun-         03-Jun-           1ON         Registered         76/398650         22-Apr-         2720922         03-Jun-         03-Jun-           1ON         Registered         86/787540         14-Oct-         4987659         28-Jun-         28-Jun-           2015         2016         2023         2023         2023         2023           3RS         Registered         75/083466         4-Apr-         2257452         29-Jun-         29-Jun-           2016         2026         2005         1996         1999         2019         2019           3RS         Registered         77/788846         24-Jul-         3906276         18-Jan-         18-Jan-           2011         2021         2009         2011         2021         202-		1		2002		2004	2024	Associates, LLC
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YY         Registered         76/402831         2-May-         2761065         09-Sep-         2003         2023         2023         2023         2023         2026         2016         2026         2016         2026         2016         2026         2016         2026         2016         2023         2024         2024         2024         2024         2024         2024         2024         2024         2024		1		2003		2005	2025	Associates, LLC
Logo         Registered         86/498788         8-Jan- 2015         2003         2023           Logo         Registered         86/498788         8-Jan- 2015         4937918         12-Apr- 12-Apr- 12-Apr- 2016         2026           2015         2015         2015         2016         2026           2016         2026         2003         20-Jun- 2003         20-Jun- 2003           2007         2008         2017         2720922         03-Jun- 03-Jun- 2003           2008         2017         2002         2003         2023           2009         2017         2017         2003         2023           2017         2017         4987659         28-Jun- 28-Jun- 29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-29-Jun-20-	BAGUETTE UNIVERSITY	Registered	76/402831	2-May-	2761065	09-Sep-	09-Sep-	Pumpernickel
Logo         Registered         86/498788         8-Jan-         4937918         12-Apr-         12-Apr-         12-Apr-         2016         2026           Registered         76/398650         22-Apr-         2720922         03-Jun-         2023         2023         2003         2023         2023         2003         2023         2003         2023         2003         2023         2003         2023         2003         2023         2003         2023         2003         2023         2003         2023         2003         2023         2003         2023         2023         2003         2023         2024         2003         2023         2024         2026         2010         2026         2026         2026         2026         2026         2026         2026         2026         2027         2011         2021         2021         2026         2026         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021 </td <td></td> <td></td> <td></td> <td>2002</td> <td></td> <td>2003</td> <td>2023</td> <td>Associates, LLC</td>				2002		2003	2023	Associates, LLC
Registered   Registered   2015   2016   2026     Registered   76/398650   22-Apr- 2720922   03-Jun- 03-Jun- 2002     2002   2003   2023   2003   2023     2003   2023   2003   2023     2003   2023   2003   2023     2003   2023   2003   2023     2003   2023   2003   2023     2003   2023   2003   2023     2003   2023   2003   2023     2004   2099   2016   2026     2015   2016   2026   2016   2026     2015   2016   2026     2016   2026   2016   2026     2017   2021   2011   2021     2018   2009   2019     2019   2019     2019   2019     2019   2019     2019   2019     2019   2019     2010   2011   2021     2021   2024     2024   2024     2025   2025     2025   2025     2026   2026     2027   2027     2027   2022     2028   2029     2029   202	BAKERS IN TRAINING Logo	Registered	86/498788	8-Jan-	4937918	12-Apr-	12-Apr-	Pumpernickel
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Pending   Pending   2002   2003   2023   2023   2017   2017   2017   2017   2016   2016   2015   2016   2016   2016   2016   2016   2016   2016   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2016   2026   2019   2	BREADUCATION	Registered	76/398650	22-Apr-	2720922	03-Jun-	03-Jun-	Pumpernickel
TON         Registered         87/475300         05-Jun- 2017         28-Jun- 2017         28-Jun- 2016         28-Jun- 2026           TON         Registered         86/787540         14-Oct- 2015         4987659         28-Jun- 2016         2026           ERS         Registered         75/083466         4-Apr- 1996         2257452         29-Jun- 29-Jun- 1999         2019           FRIENDS         Registered         78/304013         23-Sep- 2003         2913034         21-Dec- 2011         2021           N         Registered         76/393047         9-Apr- 2002         2755383         26-Aug- 2003         2023           Pending         87/436354         04-May- 2017         2980821         02-Aug- 2005         02-Aug- 2025           HOMEMADE         Registered         86/448222         7-Nov- 2014         5156585         7-Mar- 2027           Registered         85/975636         25-Apr- 2011         4080317         03-Jan- 2012         02-Jan- 2022				2002		2003	2023	Associates, LLC
TON         Registered         86/787540         14-Oct- 2015         28-Jun- 28-Jun- 28-Jun- 2026         28-Jun- 2026         28-Jun- 2016         2026           2RS         Registered         75/083466         4-Apr- 2257452         29-Jun- 29-Jun- 29-Jun- 1996         2019         2019           2RS         Registered         77/788846         24-Jul- 3906276         18-Jan- 18-J	CRAFTED CLEAN	Pending	87/475300	05-Jun-				Pumpernickel
TON         Registered         86/787540         14-Oct- 2015         4987659 28-Jun- 22-Jun- 2016         20.5 2016         2026           Registered         75/083466         4-Apr- 2257452         29-Jun- 29-Jun- 29-Jun- 1996         2019         2019           RRS         Registered         77/788846         24-Jul- 3906276         18-Jan- 18-Jan- 18-Jan- 2009         18-Jan- 2019           N         Registered         78/304013         23-Sep- 2913034         21-Dec- 21-Dec- 21-Dec- 2003         2004         2024           N         Registered         76/393047         9-Apr- 2755383         26-Aug- 26-Aug- 2023         2004         2024           Panding         87/436354         04-May- 2005         2005         2005         2025           ER         Registered         86/448222         7-Nov- 5156585         7-Mar- 7-Mar- 2027           HOMEMADE         Registered         85/975636         25-Apr- 4080317         03-Jan- 03-Jan- 2012				2017				Associates, LLC
ERS     Registered     75/083466     4-Apr- 1996     2257452     29-Jun- 29-Jun- 29-Jun- 29-Jun- 1996       FRIENDS     Registered     77/788846     24-Jul- 2009     3906276     18-Jan- 18-Jan- 18-Jan- 18-Jan- 2009       N     Registered     78/304013     23-Sep- 2913034     21-Dec- 21-Dec- 21-Dec- 2003       PANINI     Registered     78/310743     8-Oct- 2002     2903     26-Aug- 2003     2003       ER     Pending     87/436354     04-May- 2014     2005     2025       HOMEMADE     Registered     86/448222     7-Nov- 5156585     7-Mar- 7-Mar- 7-Mar- 2027       Registered     85/975636     25-Apr- 4080317     03-Jan- 03-Jan- 03-Jan- 2012	DAY-END DOUGH-NATION	Registered	86/787540	14-Oct-	4987659	28-Jun-	28-Jun-	Pumpernickel
Registered 75/083466 4-Apr. 2257452 29-Jun- 29-Jun- 1996 1996 2019 2019 2019 2019 2019 2019 2019 2019				2015		2016	2026	Associates, LLC
ERS         Registered         77/788846         24-Jul-         3906276         18-Jan-         2009         2011         2021         2011         2021         2021         2011         2021         2021         2021         2021         2024         2023         2023         2023         2023         2023         2023         2025         2025         2025         2025         2025         2025         2027         2017         2027         2017         2027         2027         2012         2012         2012         2022	DOUGH FOR FUNDS	Registered	75/083466	4-Apr-	2257452	29-Jun-	29-Jun-	Pumpernickel
ERS         Registered         77/788846         24-Jul-         3906276         18-Jan-         18-Jan-           FRIENDS         Registered         78/304013         23-Sep-         2913034         21-Dec-         21-Dec-           N         Registered         76/393047         9-Apr-         2755383         26-Aug-         26-Aug-           PANINI         Registered         78/310743         8-Oct-         2980821         02-Aug-         02-Aug-           Pending         87/436354         04-May-         2017         2005         2025           HOMEMADE         Registered         86/448222         7-Nov-         5156585         7-Mar-         7-Mar-           Registered         85/975636         25-Apr-         4080317         03-Jan-         03-Jan-				1996		1999	2019	Associates, LLC
FRIENDS         Registered         78/304013         23-Sep-         2913034         21-Dec-         21-Dec-           N         Registered         76/393047         9-Apr-         2755383         26-Aug-         2024           PANINI         Registered         78/310743         8-Oct-         2980821         02-Aug-         02-Aug-           ER         Pending         87/436354         04-May-         2017         2005         2025           HOMEMADE         Registered         86/448222         7-Nov-         5156585         7-Mar-         7-Mar-           Registered         85/975636         25-Apr-         4080317         03-Jan-         03-Jan-           2022         2022         2022         2022         2022         2023	EVERY DETAIL MATTERS	Registered	77/788846	24-Jul-	3906276	18-Jan-	18-Jan-	Pumpernickel
FRIENDS         Registered         78/304013         23-Sep-         2913034         21-Dec-         21-Dec-         21-Dec-         20-Aug-         2004         2023         2023         2023         2023         2023         2023         2023         2023         2023         2023         2025         2027         2027         2027         2027         2027         2027         2027         2027         2022         2022         2022         2022         2022         2022         2022         2022         2022         2022				2009		2011	2021	Associates, LLC
N Registered 76/393047 9-Apr- 2755383 26-Aug- 26-Aug- 2003 2003 2003 2023 2003 2023 2003 2023 2003 2023 2003 2023 2003 2023 2003 2023 2003 2023 2003 2023 2003 2023 2003 2023 2003 2023 2003 2025 2003 2005 2025 2005 2025 2017 2027 2014 2017 2027 2011 2012 2012 2012 2012 2012	FRESH BREAD MAKES FRIENDS	Registered	78/304013	23-Sep-	2913034	21-Dec-	21-Dec-	Pumpernickel
N         Registered         76/393047         9-Apr- 2755383         26-Aug- 2003         20-Aug- 2003           PANINI         Registered         78/310743         8-Oct- 2980821         02-Aug- 02-Aug- 02-Aug- 2003         02-Aug- 2005         02-Aug- 2025         02-Aug- 2005         02-Aug- 2025         02-Aug- 2005         02-Aug- 2025         0				2003		2004	2024	Associates, LLC
PANINI       Registered       78/310743       8-Oct- 2980821       202-Aug- 02-Aug- 02-Aug- 2005       02-Aug- 02-Aug- 2005         ER       Pending       87/436354       04-May- 2017       2005       2025         HOMEMADE       Registered       86/448222       7-Nov- 5156585       7-Mar- 2027         Registered       85/975636       25-Apr- 4080317       03-Jan- 03-Jan- 2022	FRESH FROM THE OVEN	Registered	76/393047	9-Apr-	2755383	26-Aug-	26-Aug-	Pumpernickel
PANINI         Registered         78/310743         8-Oct-         2980821         02-Aug-         02-Aug-           ER         Pending         87/436354         04-May-         2003         2005         2025           HOMEMADE         Registered         86/448222         7-Nov-         5156585         7-Mar-         7-Mar-           Registered         85/975636         25-Apr-         4080317         03-Jan-         03-Jan-           2012         2022         2012         2022				2002		2003	2023	Associates, LLC
ER Pending 87/436354 04-May- HOMEMADE Registered 86/448222 7-Nov- Registered 85/975636 25-Apr- Registered 85/975636 25-Apr- 2011 2005 2005 2025 2017 7-Mar- 2017 2027 2012 2022	FRONTEGA CHICKEN PANINI	Registered	78/310743	8-Oct-	2980821	02-Aug-	02-Aug-	Pumpernickel
ER         Pending         87/436354         04-May- 2017         Control of the c				2003		2005	2025	Associates, LLC
HOMEMADE       Registered       86/448222       7-Nov-       5156585       7-Mar-       7-Mar-         Registered       85/975636       25-Apr-       4080317       03-Jan-       03-Jan-         2011       2012       2022	GOOD FOOD WHEREVER	Pending	87/436354	04-May-				Pumpernickel
HOMEMADE         Registered         86/448222         7-Nov-         5156585         7-Mar-         7-Mar-           2014         2017         2027         2027           Registered         85/975636         25-Apr-         4080317         03-Jan-         03-Jan-           2012         2022				2017				Associates, LLC
Registered 85/975636 25-Apr- 4080317 03-Jan- 03-Jan- 2012 2022	INSPIRED BY PANERA. HOMEMADE	Registered	86/448222	7-Nov-	5156585	7-Mar-	7-Mar-	Pumpernickel
Registered 85/975636 25-Apr- 4080317 03-Jan- 03-Jan- 2011 2012 2022	ву уои.			2014		2017	2027	Associates, LLC
2012 2022	MAKE TODAY BETTER	Registered	85/975636	25-Apr-	4080317	03-Jan-	03-Jan-	Pumpernickel
				2011		2012	2022	Associates, LLC

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Renewal	Owner
MODERN CLASSICS	Pending	87/479234	08-Jun- 2017				Pumpernickel
Mother Bread Design	Registered	86/345056	22-Jul-	4934854	12-Apr-	12-Apr-	Pumpernickel
,	,		2014		2016	2026	Associates, LLC
Mother Bread Design	Registered	75/410670	24-Dec- 1997	2341776	11-Apr- 2000	11-Apr- 2020	Pumpernickel Associates, LLC
Mother Bread Design with BREAD (in	Registered	75/977497	23-Apr-	2190023	15-Sep-	15-Sep-	Pumpernickel
vertical design)	1		1997		1998	2018	Associates, LLC
Mother Bread Design (in Color)	Registered	78/781575	28-Dec-	3267791	24-Jul-	24-Jul-	Pumpernickel
			2005		2007	2017	Associates, LLC
MYPANERA	Registered	85/262293	9-Mar-	4038347	11-Oct-	11-Oct-	Pumpernickel
			2011		2011	2021	Associates, LLC
OPERATION DOUGH- NATION	Registered	74/495905	2-Mar-	1878878	14-Feb-	14-Feb-	Pumpernickel
PANERA	Registered	86/344805	22-Jul-	4934852	12-Apr-	12-Apr-	Pumpernickel
	(		2014		2016	2026	Associates, LLC
PANERA	Registered	76/413842	24-May-	2806259	20-Jan-	20-Jan-	Pumpernickel
			2002		2004	2024	Associates, LLC
PANERA BAKERS IN TRAINING and	Pending	87/410316	13-Apr-				Pumpernickel
Design		1 1 5 1 1 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2017				Associates, LLC
PANERA BREAD	Registered	75/374266	16-Oct- 1997	2347523	02-May- 2000	02-May- 2020	Pumpernickel Associates, LLC
PANERA BREAD	Registered	75/978462	16-Oct-	2288311	19-Oct-	19-Oct-	Pumpernickel
			1997		1999	2019	Associates, LLC
PANERA BREAD FOOD AS IT	Opposition	86/549344	28-Feb-				Pumpernickel
SHOULD BE	Pending		2015				Associates, LLC
PANERA BREAD with MOTHER	Registered	75/978485	9-Jan-	2288314	19-Oct-	19-Oct-	Pumpernickel
BREAD Design in horizontal design			1998		1999	2019	Associates, LLC
PANERA BREAD with MOTHER	Registered	75/415602	9-Jan-	2354029	30-May-	30-May-	Pumpernickel
BREAD Design in vertical design			1998		2000	2020	Associates, LLC
PANERA BREAD with MOTHER	Registered	75/978585	9-Jan-	2299040	07-Dec-	07-Dec-	Pumpernickel
BREAD Design in vertical design			1998		1999	2019	Associates, LLC

PANERA BREAD AND DESIGN  PANERA CARD  PANERA CARES  PANERA CARES  PANERA CARES  PANERA DAY-END DOUGH-NATION  and Design  PANERA EXPRESS	Status  Registered  Registered  Registered  Registered  Pending	App No. 78/263818 76/447283 76/306386 85/306373 85/306373	Filing  Date  18-Jun- 2003 6-Sep- 2002 27-Apr- 2011 27-Apr- 2011 112-Apr- 2017	Reg no. 3644909 2798985 4095717 4637473	23-Jun- 2009 23-Dec- 2003 07-Feb- 2012 11-Nov- 2014	Renewal 23-Jun- 2019 23-Dec- 2023 07-Feb- 2022 11-Nov- 2024	Pumpernickel Associates, LLC Pumpernickel
PANERA EXPRESS	Registered	78/276094	18-Jul- 2003	2910670	14-Dec- 2004	14-Dec- 2024	Pumpernickel Associates, LLC
PANERA FOOD AS IT SHOULD BE	Opposition Pending	86/549341	28-Feb- 2015				Pumpernickel Associates, LLC
PANERA FUNDRAISING and Design	Pending	87/409016	12-Apr- 2017				Pumpernickel Associates, LLC
PANERA GIVES and Design	Pending	87/410323	13-Apr- 2017				Pumpernickel Associates, LLC
PANERA Primary Logo (in Black & White)	Registered	86/344771	22-Jul- 2014	4934851	12-Apr- 2016	12-Apr- 2026	Pumpernickel Associates, LLC
PANERA Primary Logo (in Color)	Registered	86/344790	22-Jul- 2014	4930117	5-Apr- 2016	5-Apr- 2026	Pumpernickel Associates, LLC
PANERA TO YOU	Registered	85/824310	16-Jan- 2013	4720625	14-Apr- 2015	14-Apr- 2025	Pumpernickel Associates, LLC
PANERA TO YOU	Registered	85/979852	16-Jan- 2013	4451526	17-Dec- 2013	17-Dec- 2023	Pumpernickel Associates, LLC
PINK RIBBON BAGEL	Registered	78/395299	2-Apr- 2004	2993487	06-Sep- 2005	06-Sep- 2025	Pumpernickel Associates, LLC
RAPID PICK-UP	Pending	87/478714	07-Jun- 2017				Pumpernickel Associates, LLC
RETHINK DINNER	Allowed	86/635606	20-May- 2015				Pumpernickel Associates, LLC

Trademark	Status	App No.	Filing Date	Reg по.	Reg date	Renewal	Owner
RETHINK HOMEMADE	Allowed	86/549346	28-Feb- 2015				Pumpernickel
SAINT LOUIS BREAD COMPANY	Registered	74/478670	12-Jan-	2026248	31-Dec-	31-Dec-	Pumpernickel
	,		1994		1996	2026	Associates, LLC
SHARE THE WARMTH	Registered	77/788838	24-Jul-	4488706	25-Feb-	25-Feb-	Pumpernickel
			2009		2014	2024	Associates, LLC
SMOKEHOUSE TURKEY PANINI	Registered	78/342070	17-Dec-	2958788	31-May-	31-May-	Pumpernickel
			2003		2005	2025	Associates, LLC
START WITH BREAD	Registered	85/304463	26-Apr-	4533900	20-May-	20-May-	Pumpernickel
			2011		2014	2024	Associates, LLC
THE UNIVERSAL SPIRIT OF BREAD IS STIADING	Registered	75/546588	1-Sep-	2267376	03-Aug-	03-Aug-	Pumpernickel
TIN MOUTE ED	A 11 1	07775770	1770		1000	2017	D
		000	2014				Associates, LLC
VERTICAL RECTANGLE DESIGN	Registered	76/413843	24-May-	2793880	16-Dec-	16-Dec-	Pumpernickel
			2002		2003	2023	Associates, LLC
VIA PANERA	Registered	78/275611	17-Jul-	2874753	17-Aug-	17-Aug-	Pumpernickel
			2003		2004	2024	Associates, LLC
VIA PANERA LOGO - BLACK AND	Registered	78/781476	28-Dec-	3241588	15-May-	15-May-	Pumpernickel
WHITE			2005		2007	2017	Associates, LLC
VIA PANERA LOGO - COLOR	Registered	78/781483	28-Dec-	3244097	22-May-	22-May-	Pumpernickel
			2005		2007	2017	Associates, LLC
YOU PICK 2	Registered	85/305012	26-Apr-	4192798	21-Aug-	21-Aug-	Pumpernickel
			2011		2012	2022	Associates, LLC
YOU PICK 2 AND DESIGN	Registered	86/346546	24-Jul-	4820747	29-Sep-	29-Sep-	Pumpernickel
			2014		2015	2025	Associates, LLC
YOU PICK TWO	Registered	76/470030	25-Nov-	2801979	06-Jan-	06-Jan-	Pumpernickel
			2002		2004	2024	Associates, LLC
YP2 AND DESIGN	Registered	86/346548	24-Jul-	4825010	6-Oct-	06-Oct-	Pumpernickel
			2014		2015	2025	Associates, LLC
PARADISE BAKERY & CAFE	Registered	78/789671	11-Jan-	3186583	19-Dec-	19-Dec-	Paradise Bakery &
ESTABLISHED 1976 & Design			2006		2006	2026	Café, Inc.

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	PARADISE BAKERY		PARADISE BAKERY	QUALITY	PARADISE BAKERY UNIQUE		PARADISE BAKERY & CAFE	Trademark
	Registered		Registered		Registered		Registered	Status
	73/652091   30-Mar-		73/752164   16-Sept-		73/652089   30-Mar-		78/734899   17-Oct-	App No.
1987	30-Mar-	1988	16-Sept-	1987	30-Mar-	2005	17-Oct-	Filing Date
	1466754		1543798		1482003		3189122	Reg no.
1987	24-Nov-	1989	13-Jun-	1988	22-Mar-	2006	26-Dec-	Reg date
2017	24-Nov-	2019	13-Jun-	2018	22-Mar-	2026	26-Dec-	Renewal
Café, Inc.	Paradise Bakery &	Café, Inc.	Paradise Bakery &	Café, Inc.	Paradise Bakery &	Café, Inc.	Paradise Bakery &	Owner

RECORDED: 07/18/2017

### Copyrights

Copyright	Registration Number	Registration Date	Owner
Mother Bread Design	VA-1-156-057	03/07/2003	Pumpernickel Associates, LLC
Dough for Funds	TX-4-305-268	05/08/1996	Saint Louis Bread Company
We Measure our freshness by the hour, not by the day: the	TX-3-638-855	12/14/1993	Saint Louis Bread Company
original Saint Louis Sourdough Bread Company; French &			
other European breads; your neighborhood bakery			
Scanned copy of Mother Bread Design 2D Artwork	VA-1-969-218	01/13/2015	Pumpernickel Associates, LLC
Panera Primary Image with Mother Bread Design	VA-1-926-807	09/05/2014	Pumpernickel Associates, LLC
The Panera Bread cookbook: breadmaking essentials and	TX-6-189-081	06/13/2005	Panera Bread
recipes from America's favorite bakery-cafe			