

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of The West		10/05/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bruegger's Enterprises, Inc.		
<b>Street Address:</b>	3900 Lakebreeze Ave. N.		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55429		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73645091	BRUEGGER'S	
<b>Serial Number:</b>	74320475	BRUEGGER'S BAGEL BAKERY FRESH BAGELS	
<b>Serial Number:</b>	74320577	BRUEGGER'S FRESH BAGEL BAKERY	
<b>Serial Number:</b>	74336213	BRUEGGER'S	
<b>Serial Number:</b>	86573182	TRADITION YOU CAN TASTE	
<b>Serial Number:</b>	77851877	BOTTOMLESS MUG CLUB	
<b>Serial Number:</b>	76585145	BREW FOR THE CREW	
<b>Serial Number:</b>	86215559	EST. 1983 BRUEGGER'S BAGELS AUTHENTIC NE	
<b>Serial Number:</b>	85687369	BRUEGGER'S BAGELS BAKED FRESH	
<b>Serial Number:</b>	76666020	BRUEGGER'S BAKED FRESH	
<b>Serial Number:</b>	75046199		
<b>Serial Number:</b>	75046205	BRUEGGER'S BAGELS BAKED FRESH	
<b>Serial Number:</b>	75088844	BAGELNET	
<b>Serial Number:</b>	75100751	HERBY TURKEY	
<b>Serial Number:</b>	75100753	LEONARDO DA VEGGIE	
<b>Serial Number:</b>	75130223		
<b>Serial Number:</b>	77664142	DUO	
<b>CORRESPONDENCE DATA</b>			

CH \$440.00 73645091

**Fax Number:** 6785532602

*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:** 6785532601

**Email:** jimmarl@gtlaw.com

**Correspondent Name:** LaShana C. Jimmar, Paralegal

**Address Line 1:** Greenberg Traurig, LLP

**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500

**Address Line 4:** Atlanta, GEORGIA 30305

<b>ATTORNEY DOCKET NUMBER:</b>	123235.014700
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<b>NAME OF SUBMITTER:</b>	LaShana C. Jimmar
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<b>SIGNATURE:</b>	/LaShana C. Jimmar/
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<b>DATE SIGNED:</b>	10/05/2017
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**Total Attachments: 4**

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**TERMINATION OF TRADEMARK SECURITY INTEREST**

This is a Termination of Trademark Security Interest, dated as of October [5], 2017, executed by or on behalf of BANK OF THE WEST, as Administrative Agent, (the "Secured Party"), releasing all security interests of the Secured Party in the Trademarks (defined below) owned by Bruegger's Enterprises, Inc., a Delaware corporation (the "Debtor").

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of December 30, 2013, by and among the Debtor, the Secured Party, and the other parties thereto, the Debtor granted to the Secured Party a security interest in certain assets of the Debtor, including, without limitation, the trademarks specifically described on Schedule 1 attached hereto (the "Trademarks");

WHEREAS, in accordance with the Pay-Off Letter, dated October 4, 2017, the Secured Party has agreed to terminate and release all of its security interest in the Trademarks, which the Debtor had previously granted to the Secured Party.

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

AGREEMENT

1. Termination of Security Interest. The Secured Party hereby terminates and releases all of the Secured Party's right, title and interest in, to and under the Trademarks.
2. Revocation of Power of Attorney. Any powers of attorney granted by the Debtor to the Secured Party in connection with the grant of the security interest in the Trademarks is hereby revoked.

BANK OF THE WEST, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Bank of The West  
Caryl Kruse  
Managing Director

Schedule 1 to Termination of  
Trademark Security Interests

**SCHEDULE I**

to Termination of Trademark Security Interests

Applicant/Owner	Title	Cl.	SI	Filing Date	Appl. No.	Reg. Date	Reg. No.
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
BRUEGGER'S ENTERPRISES, INC.	TRADITION YOU CAN TASTE	US	P	Mar 23/2015	86573182	Nov 3/2015	4845171
BRUEGGER'S ENTERPRISES, INC.	BOTTOMLESS MUG CLUB (Classes 35, 43)	US	R	Oct 10/2009	77851877	Aug 10/2010	3830844
BRUEGGER'S ENTERPRISES, INC.	BREW FOR THE CREW	US	R	Apr 1/2004	76585145	Aug 12/2008	3485393
BRUEGGER'S ENTERPRISES, INC.	EST. 1983 BRUEGGER'S BAGELS AUTHENTIC NEW YORK STYLE (Design) Class 43	US	R	Mar 9/2014	86215559	Dec 2/2014	4648272
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAGELS BAKED FRESH & Design (Classes 29, 30, 35)	US	R	Jul 26/2012	85687369	Dec 3/2013	4444758
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S BAKED FRESH & Design (Class 43)	US	R	Sep 14/2006	76666020	Aug 7/2007	3273293

Applicant/Owner	Title	Cl.	SI	Filing Date	Appl. No.	Reg. Date	Reg. No.
BRUEGGER'S ENTERPRISES, INC.	BRUEGGER'S FRESH BAGEL BAKERY (Word Design; Class 42)	US	R	Oct 7/1992	74320577	Aug 31/1993	1790828

Applicant/Owner	Title	Cl.	St.	Filing Date	Appl. 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.	LEONARDO 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