

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576599

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PANERA BREAD COMPANY		05/14/2020	Corporation: DELAWARE
PANERA, LLC		05/14/2020	Limited Liability Company: DELAWARE
PARADISE BAKERY & CAFE, INC.		05/14/2020	Corporation: DELAWARE
PUMPERNICKEL ASSOCIATES, LLC		05/14/2020	Limited Liability Company: DELAWARE
ABP CORPORATION		05/14/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	5914986	
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
Registration Number:	5836095	BEHIND THE COUNTER
Registration Number:	4987659	DAY-END DOUGH-NATION
Registration Number:	2257452	DOUGH FOR FUNDS
Registration Number:	5836092	FOOD INTERRUPTED
Registration Number:	2913034	FRESH BREAD MAKES FRIENDS
Registration Number:	2755383	FRESH FROM THE OVEN
Registration Number:	2980821	FRONTEGA CHICKEN PANINI

CH \$1765.00 5914986

Property Type	Number	Word Mark
Registration Number:	5531305	GOOD FOOD WHEREVER
Registration Number:	5156585	INSPIRED BY PANERA. HOMEMADE BY YOU.
Registration Number:	5471650	MODERN CLASSICS
Registration Number:	4934854	
Registration Number:	2341776	
Registration Number:	3267791	
Registration Number:	4038347	MYPANERA
Registration Number:	1878878	OPERATION DOUGH-NATION
Registration Number:	4934852	PANERA
Registration Number:	2806259	PANERA
Registration Number:	5354144	PANERA BAKERS IN TRAINING
Registration Number:	2347523	PANERA BREAD
Registration Number:	2288311	PANERA BREAD
Registration Number:	5448837	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
Registration Number:	5509529	PANERA DAY-END DOUGH-NATION
Registration Number:	2910670	PANERA EXPRESS
Registration Number:	6037372	PANERA FOOD AS IT SHOULD BE
Registration Number:	5349386	PANERA FUNDRAISING
Registration Number:	5483818	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
Registration Number:	5355197	RAPID PICK-UP
Registration Number:	5734149	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

Property Type	Number	Word Mark
Registration Number:	2793880	
Registration Number:	2874753	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:	1543798	PARADISE BAKERY
Registration Number:	1466754	PARADISE BAKERY
Registration Number:	1134895	AU BON PAIN
Registration Number:	1757444	AU BON PAIN
Registration Number:	1270374	AU BON PAIN
Registration Number:	2939859	AU BON PAIN
Registration Number:	2854475	AU BON PAIN
Registration Number:	2792459	AU BON PAIN
Registration Number:	5272265	AU BON PAIN THE BAKERY CAFÉ
Registration Number:	2534803	AUBONPAIN.COM
Registration Number:	6051321	PANERA BREAD

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Alan Wen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Alan Wen - 55160.0024

NAME OF SUBMITTER: Alan Wen

SIGNATURE: /Alan Wen/

DATE SIGNED: 05/15/2020

Total Attachments: 17

source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page1.tif

source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page2.tif

source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page3.tif

source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page4.tif

source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page5.tif

source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page6.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page7.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page8.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page9.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page10.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page11.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page12.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page13.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page14.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page15.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page16.tif
source=Panera Backup - IP Security Agreement (Executed)_WEIL_97480743_2#page17.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 “IP Security Agreement”), dated as of May 14, 2020, is among the Persons listed on the signature pages hereto (each, a “Grantor” and collectively, the “Grantors”) and JPMORGAN CHASE BANK, N.A. (“JPMCB”), as collateral agent (the “Collateral Agent”) 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 May 14, 2020 (the “Closing Date”), by and among Rye Parent Corp., a Delaware corporation (“Holdings”), Panera Bread Company, 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 entry into Swap Agreements 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 Schedule I (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;

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

SECTION 2. Security for Obligations. 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. Recordation. 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. Counterparts. 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) Governing Law. **THIS IP SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

(b) Jurisdiction. 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) Venue. 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 Section 7(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) Service of Process. 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) **WAIVER OF JURY TRIAL**. 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 SECTION 7(e).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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.

GRANTORS:

PANERA BREAD COMPANY
PANERA, LLC
PARADISE BAKERY & CAFÉ, INC.
PUMPERNICKEL ASSOCIATES, LLC

By: _____

DocuSigned by:
Ted Stedem

Name: Ted Stedem

Title: Executive Vice President, Chief Financial
Officer and Treasurer

ACKNOWLEDGED AND ACCEPTED BY:

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

By:  _____

Name: Tony Yung
Title: Executive Director

Schedule I

Patents and Trademarks

A. Patents

Title	App. No.	App. Date	Patent no.	Issue date.	Owner	Status
SYSTEM AND METHOD FOR IMPROVING THE SATISFACTION OF CUSTOMERS OF A HIGH-VOLUME RESTAURANT	11/222580	September 9, 2005	8006804	August 30, 2011	PUMPERNICKEL ASSOCIATES, LLC	Issued
METHODS AND APPARATUS FOR FACILITATION OF A FOOD ORDER	13/839256	March 15, 2013	9070175	June 30, 2015	PANERA, LLC	Issued
METHODS AND APPARATUS FOR FACILITATION OF ORDERS OF FOOD ITEMS	13/840044	March 15, 2013	9159094	October 13, 2015	PANERA, LLC	Issued
TECHNIQUES FOR ANALYZING OPERATIONS OF ONE OR MORE RESTAURANTS	14/032701	September 20, 2013	9257150	February 9, 2016	PANERA, LLC	Issued
TECHNIQUES FOR ANALYZING OPERATIONS OF ONE OR MORE RESTAURANTS	14/980109	December 28, 2015	9336830	May 10, 2016	PANERA, LLC	Issued
METHODS AND APPARATUS FOR FACILITATION OF ORDERS OF FOOD ITEMS	14/850837	September 10, 2015	10,032,201	July 24, 2018	PANERA, LLC	Issued
METHODS AND APPARATUS FOR FACILITATION OF ORDERS OF FOOD ITEMS	14/853845	September 14, 2015	10,089,669	October 2, 2018	PANERA, LLC	Issued

Title	App. No.	App. Date	Patent no.	Issue date	Owner	Status
METHODS AND APPARATUS FOR FACILITATION OF ORDERS OF FOOD ITEMS	16/017928	June 25, 2018			PANERA, LLC	Pending
TECHNIQUES FOR ANALYZING OPERATIONS OF ONE OR MORE RESTAURANTS	14/980109	December 28, 2015	9,336,830	May 10, 2016	PANERA, LLC	Issued
SYSTEMS AND METHODS FOR ANALYZING RESTAURANT OPERATIONS	15/194949	June 28, 2016	10,019,686	July 10, 2018	PANERA, LLC	Issued
SYSTEMS AND METHODS FOR ANALYZING RESTAURANT OPERATIONS	16/011765	June 19, 2018	10,163,067	December 25, 2018	PANERA, LLC	Issued
SYSTEMS AND METHODS FOR ANALYZING RESTAURANT OPERATIONS	16/212553	December 6, 2018	10,304,020	May 28, 2019	PANERA, LLC	Issued
SYSTEMS AND METHODS FOR DETECTING EMPLOYEE MISDEPLOYMENT	15/194959	June 28, 2016	9,798,987	October 24, 2017	PANERA, LLC	Issued
SYSTEMS AND METHODS FOR ANALYZING RESTAURANT OPERATIONS	15/701710	September 12, 2017	9,965,734	May 8, 2018	PANERA, LLC	Issued
MITIGATING A DISABILITY OF THE USER OF A MOBILE DEVICE	16/533532	August 6, 2019			PANERA, LLC	Pending

B. Trademarks

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner
2019 Mother Bread Design (in Black & White)	Allowed	88478361	18-Jun-2019			PUMPERNICKEL ASSOCIATES, LLC
2019 Mother Bread Design (in Black & White)	Registered	88478398	18-Jun-2019	5914986	19-Nov-2019	PUMPERNICKEL ASSOCIATES, LLC
2019 PANERA BREAD and Mother Bread Design in Box (in Color)	Allowed	88478208	18-Jun-2019			PUMPERNICKEL ASSOCIATES, LLC
2019 PANERA BREAD and Mother Bread Design in Box (in Color)	Published	88478271	18-Jun-2019			PUMPERNICKEL ASSOCIATES, LLC
A LOAF OF BREAD IN EVERY ARM	Registered	76/447284	6-Sep-2002	2816290	24-Feb-2004	PUMPERNICKEL ASSOCIATES, LLC
BACON TURKEY BRAVO	Registered	78/324557	7-Nov-2003	2970064	19-Jul-2005	PUMPERNICKEL ASSOCIATES, LLC
BAGUETTE UNIVERSITY	Registered	76/402831	2-May-2002	2761065	09-Sep-2003	PUMPERNICKEL ASSOCIATES, LLC
BAKERS IN TRAINING Logo	Registered	86/498788	8-Jan-2015	4937918	12-Apr-2016	PUMPERNICKEL ASSOCIATES, LLC
BREADUCATION	Registered	76/398650	22-Apr-2002	2720922	03-Jun-2003	PUMPERNICKEL ASSOCIATES, LLC
BEHIND THE COUNTER	Registered	88040886	17-Jul-2018	5836095	13-Aug-2019	PUMPERNICKEL ASSOCIATES, LLC

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner
BREAKFAST MADE WITH RESPECT	Allowed	87701202	29-Nov-2017			PUMPERNICKEL ASSOCIATES, LLC
CRAFTED CLEAN	Allowed	87/475300	05-Jun-2017			PUMPERNICKEL ASSOCIATES, LLC
DAY-END DOUGH-NATION	Registered	86/787540	14-Oct-2015	4987659	28-Jun-2016	PUMPERNICKEL ASSOCIATES, LLC
DOUGH FOR FUNDS	Registered	75/083466	4-Apr-1996	2257452	29-Jun-1999	PUMPERNICKEL ASSOCIATES, LLC
FOOD INTERRUPTED	Registered	88040490	17-Jul-2018	5836092	13-Aug-2019	PUMPERNICKEL ASSOCIATES, LLC
FRESH BREAD MAKES FRIENDS	Registered	78/304013	23-Sep-2003	2913034	21-Dec-2004	PUMPERNICKEL ASSOCIATES, LLC
FRESH FROM THE OVEN	Registered	76/393047	9-Apr-2002	2755383	26-Aug-2003	PUMPERNICKEL ASSOCIATES, LLC
FRONTTEGA CHICKEN PANINI	Registered	78/310743	8-Oct-2003	2980821	02-Aug-2005	PUMPERNICKEL ASSOCIATES, LLC
GOOD FOOD WHEREVER	Registered	87/436354	04-May-2017	5531305	31-Jul-2018	PUMPERNICKEL ASSOCIATES, LLC
INSPIRED BY PANERA. HOMEMADE BY YOU.	Registered	86/448222	7-Nov-2014	5156585	7-Mar-2017	PUMPERNICKEL ASSOCIATES, LLC




Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner
MODERN CLASSICS	Registered	87/479234	07-Jun-2017	5471650	15-May-2018	PUMPERNICKEL ASSOCIATES, LLC
Mother Bread Design	Registered	86/345056	22-Jul-2014	4934854	12-Apr-2016	PUMPERNICKEL ASSOCIATES, LLC
Mother Bread Design	Registered	75/410670	24-Dec-1997	2341776	11-Apr-2000	PUMPERNICKEL ASSOCIATES, LLC
Mother Bread Design (in Color)	Registered	78/781575	28-Dec-2005	3267791	24-Jul-2007	PUMPERNICKEL ASSOCIATES, LLC
MYPANERA	Registered	85/262293	9-Mar-2011	4038347	11-Oct-2011	PUMPERNICKEL ASSOCIATES, LLC
OPERATION DOUGH-NATION	Registered	74/495905	2-Mar-1994	1878878	14-Feb-1995	PUMPERNICKEL ASSOCIATES, LLC
PANERA	Registered	86/344805	22-Jul-2014	4934852	12-Apr-2016	PUMPERNICKEL ASSOCIATES, LLC
PANERA	Registered	76/413842	24-May-2002	2806259	20-Jan-2004	PUMPERNICKEL ASSOCIATES, LLC
PANERA BAKERS IN TRAINING and Design	Registered	87/410316	13-Apr-2017	5354144	12-Dec-2017	PUMPERNICKEL ASSOCIATES, LLC
PANERA BREAD	Registered	75/374266	16-Oct-1997	2347523	02-May-2000	PUMPERNICKEL ASSOCIATES, LLC

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner
PANERA BREAD	Registered	75/978462	16-Oct-1997	2288311	19-Oct-1999	PUMPERNICKEL ASSOCIATES, LLC
PANERA BREAD FOOD AS IT SHOULD BE	Registered	86/549344	28-Feb-2015	5448837	17-Apr-2018	PUMPERNICKEL ASSOCIATES, LLC
PANERA BREAD with MOTHER BREAD Design in horizontal design	Registered	75/978485	9-Jan-1998	2288314	19-Oct-1999	PUMPERNICKEL ASSOCIATES, LLC
PANERA BREAD with MOTHER BREAD Design in vertical design	Registered	75/415602	9-Jan-1998	2354029	30-May-2000	PUMPERNICKEL ASSOCIATES, LLC
PANERA BREAD with MOTHER BREAD Design in vertical design	Registered	75/978585	9-Jan-1998	2299040	07-Dec-1999	PUMPERNICKEL ASSOCIATES, LLC
PANERA BREAD AND DESIGN	Registered	78/263818	18-Jun-2003	3644909	23-Jun-2009	PUMPERNICKEL ASSOCIATES, LLC
PANERA CARD	Registered	76/447283	6-Sep-2002	2798985	23-Dec-2003	PUMPERNICKEL ASSOCIATES, LLC
PANERA CARES	Registered	85/306386	27-Apr-2011	4095717	07-Feb-2012	PUMPERNICKEL ASSOCIATES, LLC
PANERA CARES	Registered	85/306373	27-Apr-2011	4637473	11-Nov-2014	PUMPERNICKEL ASSOCIATES, LLC
PANERA DAY-END DOUGH-NATION and Design	Registered	87/409007	12-Apr-2017	5509529	03-Jul-2018	PUMPERNICKEL ASSOCIATES, LLC

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner
PANERA EXPRESS	Registered	78/276094	18-Jul-2003	2910670	14-Dec-2004	PUMPERNICKEL ASSOCIATES, LLC
PANERA FOOD AS IT SHOULD BE	Allowed	86/549341	28-Feb-2015			PUMPERNICKEL ASSOCIATES, LLC
PANERA FOOD AS IT SHOULD BE	Registered	86984538	28-Feb-2015	6037372	21-Apr-2020	PUMPERNICKEL ASSOCIATES, LLC
PANERA FUNDRaising and Design	Registered	87/409016	12-Apr-2017	5349386	05-Dec-2017	PUMPERNICKEL ASSOCIATES, LLC
PANERA GIVES and Design	Registered	87/410323	13-Apr-2017	5483818	05-Jun-2018	PUMPERNICKEL ASSOCIATES, LLC
PANERA Primary Logo (in Black & White)	Registered	86/344771	22-Jul-2014	4934851	12-Apr-2016	PUMPERNICKEL ASSOCIATES, LLC
PANERA Primary Logo (in Color)	Registered	86/344790	22-Jul-2014	4930117	5-Apr-2016	PUMPERNICKEL ASSOCIATES, LLC
PANERA TAP and Design	Allowed	88397485	23-Apr-2019			PUMPERNICKEL ASSOCIATES, LLC
PANERA TO YOU	Registered	85/824310	16-Jan-2013	4720625	14-Apr-2015	PUMPERNICKEL ASSOCIATES, LLC
PANERA TO YOU	Registered	85/979852	16-Jan-2013	4451526	17-Dec-2013	PUMPERNICKEL ASSOCIATES, LLC

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner
PINK RIBBON BAGEL	Registered	78/395299	2-Apr-2004	2993487	06-Sep-2005	PUMPERNICKEL ASSOCIATES, LLC
RAPID PICK-UP	Registered	87/478714	07-Jun-2017	5355197	12-Dec-2017	PUMPERNICKEL ASSOCIATES, LLC
RECLAIM DINNER TIME	Allowed	88291304	06-Feb-2019			PUMPERNICKEL ASSOCIATES, LLC
RETHINK DINNER	Allowed	88312210	22-Feb-2019			PUMPERNICKEL ASSOCIATES, LLC
RETHINK HOMEMADE	Registered	86/549346	28-Feb-2015	5734149	23-Apr-2019	PUMPERNICKEL ASSOCIATES, LLC
SAINT LOUIS BREAD COMPANY	Registered	74/478670	12-Jan-1994	2026248	31-Dec-1996	PUMPERNICKEL ASSOCIATES, LLC
SHARE THE WARMTH	Registered	77/788838	24-Jul-2009	4488706	25-Feb-2014	PUMPERNICKEL ASSOCIATES, LLC
SMOKEHOUSE TURKEY PANINI	Registered	78/342070	17-Dec-2003	2958788	31-May-2005	PUMPERNICKEL ASSOCIATES, LLC
SOMETIMES A SWEET IS GOOD FOR THE SOUL	Allowed	88423052	09-May-2019			PUMPERNICKEL ASSOCIATES, LLC
START WITH BREAD	Registered	85/304463	26-Apr-2011	4533900	20-May-2014	PUMPERNICKEL ASSOCIATES, LLC

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner
THE UNIVERSAL SPIRIT OF BREAD IS SHARING	Registered	75/546588	1-Sep-1998	2267376	03-Aug-1999	PUMPERNICKEL ASSOCIATES, LLC
TRETAIL	Allowed	88412657	02-May-2019			PUMPERNICKEL ASSOCIATES, LLC
VERTICAL RECTANGLE DESIGN	Registered	76/413843	24-May-2002	2793880	16-Dec-2003	PUMPERNICKEL ASSOCIATES, LLC
VIA PANERA	Registered	78/275611	17-Jul-2003	2874753	17-Aug-2004	PUMPERNICKEL ASSOCIATES, LLC
YOU PICK 2	Registered	85/305012	26-Apr-2011	4192798	21-Aug-2012	PUMPERNICKEL ASSOCIATES, LLC
YOU PICK 2 AND DESIGN	Registered	86/346546	24-Jul-2014	4820747	29-Sep-2015	PUMPERNICKEL ASSOCIATES, LLC
YOU PICK TWO	Registered	76/470030	25-Nov-2002	2801979	06-Jan-2004	PUMPERNICKEL ASSOCIATES, LLC
YOUR CUP IS ALWAYS FULL	Pending	88797515	14-Feb-2020			PUMPERNICKEL ASSOCIATES, LLC
YP2 AND DESIGN	Registered	86/346548	24-Jul-2014	4825010	6-Oct-2015	PUMPERNICKEL ASSOCIATES, LLC
PARADISE BAKERY & CAFE ESTABLISHED 1976 & Design	Registered	78/789671	11-Jan-2006	3186583	19-Dec-2006	Paradise Bakery & Café, Inc.
PARADISE BAKERY & CAFE	Registered	78/734899	17-Oct-2005	3189122	26-Dec-2006	Paradise Bakery & Café, Inc.

Trademark	Status	App No.	Filing Date	Reg no.	Reg date	Owner
PARADISE BAKERY	Registered	73/752164	16-Sept-1988	1543798	13-Jun-1989	Paradise Bakery & Café, Inc.
PARADISE BAKERY	Registered	73/652091	30-Mar-1987	1466754	24-Nov-1987	Paradise Bakery & Café, Inc.
AU BON PAIN	Registered	73/184356	01-Sep-1978	1134895	06-May-1980	ABP Corporation
AU BON PAIN	Registered	74/287859	24-Jun-1992	1757444	09-Mar-1993	ABP Corporation
AU BON PAIN	Registered	73/390214	27-Sep-1982	1270374	13-Mar-1984	ABP Corporation
AU BON PAIN	Registered	78/333609	26-Nov-2003	2939859	12-Apr-2005	ABP Corporation
	Registered	76/390147	02-Apr-2002	2854475	15-Jun-2004	ABP Corporation
	Registered	76/389762	02-Apr-2002	2792459	09-Dec-2003	ABP Corporation
	Registered	87/021455	02-May-2016	5272265	22-Aug-2017	ABP Corporation
AUBONPAIN.COM	Registered	75/981117	30-Jun-1998	2534803	29-Jan-2002	ABP Corporation

Copyrights

Copyright	Registration Number	Registration Date	Owner
Mother Bread Design	VA-1-156-057	03/07/2003	PUMPERNICKEL ASSOCIATES, LLC
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 recipes from America's favorite bakery-cafe	TX-6-189-081	06/13/2005	Panera Bread
Au bon pain nutrition kiosk program	TX0006209558	07/22/2005	ABP Corporation

TRADEMARK

REEL: 006939 FRAME: 0609

RECORDED: 05/15/2020