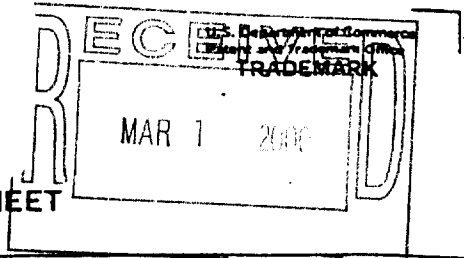


04-07-2000



101309667

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MUD
3-1-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/07/2000 JSHABAZZ 00000088 2136311

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
925.00 DP

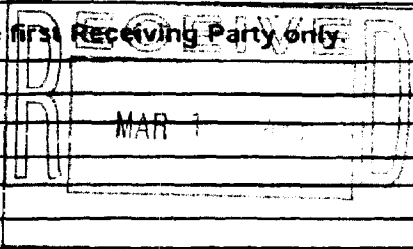
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002045 FRAME: 0031

Domestic Representative Name and Address

Enter for the first Receiving Party only



Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

312-853-7000

Name

James F. Donato

Address (line 1)

Sidley & Austin

Address (line 2)

Bank One Plaza

Address (line 3)

Ten S. Dearborn St.

Address (line 4)

Chicago, IL 60603

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

15

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

9 U.S. trademark applications as listed on attached schedule.

29 U.S. trademark registrations as listed on attached schedule.

Number of Properties

Enter the total number of properties involved.

#

38

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

965.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

19-2165

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James F. Donato

Name of Person Signing

James F. Donato
Signature

3/1/2000

Date Signed

SCHEDULE A

U.S. Trademark Registrations of Einstein/Noah Bagel Partners, Inc.

Trademark	Reg. No.	Date Issued
A ROAST OF OLD NEW YORK	2,136,311	2/10/98
A TASTE OF OLD NEW YORK (Class 30)	1,848,677	8/9/94
A TASTE OF OLD NEW YORK (Class 42)	2,061,516	5/13/97
A TASTE OF OLD NEW YORK (Class 29)	2,079,401	7/15/97
ATTENTION BAGEL ADDICTS...JUST SAY NOAH'S	1,979,448	6/11/96
EVERYONE LOVES TO NOSH A NOAH'S	1,839,738	6/14/94
JUST SAY NOAH'S	2,067,645	6/3/97
N Design (Class 21)	2,156,372	5/12/98
N Design (Class 42)	2,098,724	9/23/97
NOAH'S BAGELS (Class 30)	2,260,776	7/13/99
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NOAH'S BAGELS (Class 42)	1,841,045	6/21/94
NOAH'S BAGELS (Class 29)	2,136,800	2/17/98
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 25)	2,205,211	11/24/98
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 30)	1,893,247	5/9/95
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 30)	2,264,567	7/27/99
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 29)	2,101,337	9/30/97
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 18)	2,112,306	11/11/97
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 8)	2,115,954	11/25/97
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 42)	2,207,907	12/8/98
NOAH'S BLEND	2,237,393	4/6/99
NOAH'S NEW YORK BAGELS (Class 42)	1,961,823	3/12/96
NOAH'S NEW YORK BAGELS (Class 21)	2,112,305	11/11/97
NOAH'S SHMEARS	1,979,459	6/11/96
PROTECT YOUR BAGELS, PUT LOX ON THEM	1,931,491	10/31/95
RESTAURANT TRADE DRESS (Exterior)	2,227,592	3/2/99
RESTAURANT TRADE DRESS (Interior)	2,227,589	3/2/99
SHMEAR 'EM	1,961,639	3/12/96
NOAH'S NEW YORK BAGELS AND SIGN BORDER DESIGN	2,143,901	3/17/98

U.S. Trademark Applications of Einstein/Noah Bagel Partners, Inc.

Trademark	Serial No.	Date Filed
A TWIST OF OLD NEW YORK	75/180,614	10/10/96
BROADWAY BLEND	75/180,613	10/10/96
NOAH'S	75/179,841	10/10/96
NOAH'S	75/501,647	6/12/98
NOAH'S NEW YORK BAGELS (Class 30)	75/134,282	7/15/96
NOAH'S NEW YORK BAGELS (Class 29)	75/143,052	7/30/96
NOAH'S NEW YORK BLEND	75/248,183	2/26/97
NOAH'S NEW YORK PRETZELS	75/248,201	2/26/97
NOAH'S PRETZELS	75/248,204	2/26/97

State Trademark Registrations of Einstein/Noah Bagel Partners, Inc.

Trademark	Reg. No.	Date Issued
NOAH'S BAGELS A TASTE OF OLD NEW YORK and Design	94,314	6/28/91

International Trademark Registrations of Einstein/Noah Bagel Partners, Inc.

Trademark	Serial/Reg. No.	Date Filed/Registered
AUSTRALIA		
NOAH'S NEW YORK BAGELS	Reg. 708136	Registered 5/6/96
BRAZIL		
NOAH'S NEW YORK BAGELS	Reg. No. 820.085.065	Registered 9/28/99
BRUNEI		
NOAH'S NEW YORK BAGELS	Reg. 21,974	Registered 9/2/96
CANADA		
A TASTE OF OLD NEW YORK	Reg. 496,085	Registered 6/16/98
N DESIGN	Reg. 509,922	Registered 3/24/99
NOAH'S BAGELS	Reg. 495,979	Registered 6/12/98
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN	Reg. 496,084	Registered 6/16/98
NOAH'S NEW YORK BAGELS	Reg. No. 496,057	Registered 6/16/98
PROTECT YOUR BAGELS, PUT LOX ON THEM	Reg. No. 496,083	Registered 6/16/98
CHILE		
NOAH'S NEW YORK BAGELS	Serial No. 365.263	Filed 5/3/96

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of January 31, 2000, by and between, Einstein/Noah Bagel Partners, Inc., a California corporation (the "Grantor"), and Bank of America, N.A., as successor to Bank of America National Trust and Savings Association and Bank of America Illinois, as representative for the Lenders (in such capacity as representative, "Agent"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the "Existing Credit Agreement" (as defined below).

PRELIMINARY STATEMENTS

A. Einstein/Noah Bagel Corp., a Delaware corporation ("Borrower"), f/k/a Einstein Bros. Bagels, Inc., the various financial institutions parties thereto and Agent entered into a certain Secured Credit Agreement, dated as of May 17, 1996 (the "Original Credit Agreement");

B. The Original Credit Agreement was amended and restated by that certain Amended and Restated Credit Agreement dated as of November 21, 1997 (as further amended and modified by that certain first amendment and waiver thereto dated as of March 27, 1998, that certain consent thereto dated as of May 7, 1998, that certain second amendment thereto dated as of October 4, 1998, and that certain third amendment and waiver thereto dated as of January 29, 1999, in each case among such parties, collectively, the "Existing Credit Agreement") entered into by and among Borrower, the financial institutions from time to time party thereto (the "Lenders"), Agent and General Electric Capital Corporation in its capacity as Co-Agent (the "Co-Agent");

C. Concurrently with the execution and delivery of the Original Credit Agreement, Grantor, f/k/a Noah's New York Bagels, Inc., executed a Guaranty for the benefit of the Agent and the Lenders dated as of May 17, 1996 (the "Guaranty"), pursuant to which Grantor guaranteed all obligations of the Borrower to the Lenders and the Agent arising out of or in connection with the Original Credit Agreement and the other "Loan Documents" (as defined in the Original Credit Agreement);

D. Concurrently with its execution and delivery of the Guaranty, Grantor also entered into a Trademark Security Agreement, dated as of May 17, 1996 (as amended by an agreement dated as of November 21, 1997, the "Existing Trademark Security Agreement"), with the Agent pursuant to which Grantor granted to the Agent, for the benefit of the Lenders, a security interest in all of Grantor's then owned and thereafter acquired trademarks, trademark applications and related properties as security for Grantor's and Borrower's obligations and liabilities under the Original Credit Agreement and other "Loan Documents" (as defined in the Original Credit Agreement);

E. Pursuant to the Existing Credit Agreement, the Agent has requested that Grantor execute and deliver, and Grantor has agreed to execute and deliver, this Amended and Restated Trademark Security Agreement (the "Agreement"), to reaffirm the grants of the security interests made under the Existing Trademark Security Agreement in favor of Agent and the Lenders, and to modify certain of the terms of the Existing Trademark Security Agreement;

F. Accordingly, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby amend and restate the Existing Trademark Security Agreement as follows, with this Agreement superseding the Existing Trademark Security Agreement in its entirety, effective immediately:

1. Defined Terms.

(a) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(b) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

3. Reaffirmation and Grant of Security Interest in Trademarks. (a) As security for all obligations of the Borrower under the Original Credit Agreement, the Existing Credit Agreement and other "Loan Documents" (as defined in the Existing Credit Agreement) and all obligations of Grantor under the Guaranty and other "Loan Documents" (as defined in the Existing Credit Agreement), in each case of every kind and description, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising (hereinafter, collectively, the "Obligations"), Grantor hereby reaffirms its previous grant, pursuant to the Existing Trademark Security Agreement, of security interests in and liens on the property of Grantor described below and, to the extent not described below, all "Trademarks" under and as defined in the Existing Trademark Security Agreement, and (b) as security for the Obligations and as security for all "Cash Management Obligations" (as defined in that certain General Modification of Collateral Documents of even date herewith executed by Borrower, Grantor and Einstein/Noah Bagel Partners, L.P. in favor of the Agent), Grantor further grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in, lien on and collateral assignment of, all of the following property of Grantor, whether now owned or existing or hereafter acquired or arising and regardless of where located:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof (as such schedule may be updated from time to time hereafter pursuant to paragraph 5), and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof (as such schedule may be updated from time to time hereafter pursuant to paragraph 5), together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. Grantor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees, subject to paragraph 9 hereof, that it will not take any action, and will use its reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Grantor represents and warrants that, from and after the Effective Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and

Licenses have been granted by Grantor to any Person other than Agent, for the benefit of the Lenders. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to use any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into or become party to any new trademark license agreement or service mark license agreement, then the provisions of paragraph 3 above shall automatically apply thereto. Grantor shall give to Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby authorizes Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder in connection with Agent's exercise of its rights and remedies under paragraph 13 shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any of the Lenders to Grantor.

7. Right to Inspect; Further Assignments and Security Interests. Agent may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Required Lenders, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Required Lenders' prior and express written consent.

8. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. This

Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and all of the Lenders' commitments under and with respect to the Credit Agreement have been terminated. When this Agreement has terminated, Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement, the Credit Agreement or any other Loan Document.

9. Duties of Grantor. Grantor shall have the duty, to the extent reasonably desirable in the normal conduct of Grantor's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Grantor further agrees, to the extent reasonably desirable in the normal conduct of Grantor's business, (i) not to abandon any Trademark or License without the prior written consent of the Required Lenders, and (ii) to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary in the operation of Grantor's business. Grantor agrees to provide the Agent semi-annually with a listing of all new applications for Trademarks (including a listing of the issuance of registrations from any previous applications), all of which shall become subject to the terms and conditions of this Agreement and the Credit Agreement. Grantor also agrees to provide to the Agent, on written request, duly executed documents in a form acceptable to counsel for the Agent and suitable for recording, which documents shall create a valid and enforceable security interest on behalf of the Lenders pursuant to the terms of this Agreement and the Credit Agreement. Without limiting the generality of the foregoing, the Lenders shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the occurrence of an Event of Default.

10. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

11. Waivers. No amendment or modification of any provision of this Agreement shall be effective without the written agreement of Agent and Grantor, except as specifically provided in paragraph 5 hereof, and no termination or waiver of any provision of this Agreement, or consent to any departure by Grantor therefrom, shall in any event be effective without the written concurrence of Agent, which concurrence Agent shall have the right to grant or withhold at its sole discretion. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Grantor in any case shall entitle Grantor to any other or further notice or demand in similar or other circumstances.

12. Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

13. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, to take any action and execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Agent of notice to Grantor of Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, and (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Lenders' commitments under and with respect to the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Credit Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least five (5) days before such disposition; provided, however, that Agent may give any shorter notice that is commercially reasonable under the circumstances.

14. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties

hereto; provided, however, that no interest herein may be assigned by Grantor without the prior written consent of Agent. With respect to Grantor, successors and assigns shall include, without limitation, any receiver, trustee or debtor-in-possession of or for Grantor. The rights and benefits of any Secured Creditor hereunder shall, if such Secured Creditor so agrees, inure to any party acquiring any interest in the Obligations or any part thereof, subject to the provisions of the Credit Agreement.

15. Governing Law. **THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS, OTHER THAN AS PROVIDED IN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK.**

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

17. Captions. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and by Agent and Grantor on separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement

19. Merger; No Strict Construction. This Agreement is intended by the parties hereto to be the final, complete, and exclusive expression of the agreement among them. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EINSTEIN/NOAH BAGEL PARTNERS, INC.

By: Paul A. Strasen
Name: PAUL A. STRASEN
Title: VICE PRESIDENT

Accepted and agreed to as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

By: Michael Brashler
Name: MICHAEL BRASHLER
Title: Agency Officer

SCHEDULE A

U.S. Trademark Registrations of Einstein/Noah Bagel Partners, Inc.

Trademark	Reg. No.	Date Issued
A ROAST OF OLD NEW YORK	2,136,311	2/10/98
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A TASTE OF OLD NEW YORK (Class 42)	2,061,516	5/13/97
A TASTE OF OLD NEW YORK (Class 29)	2,079,401	7/15/97
ATTENTION BAGEL ADDICTS...JUST SAY NOAH'S	1,979,448	6/11/96
EVERYONE LOVES TO NOSH A NOAH'S	1,839,738	6/14/94
JUST SAY NOAH'S	2,067,645	6/3/97
N Design (Class 21)	2,156,372	5/12/98
N Design (Class 42)	2,098,724	9/23/97
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NOAH'S BAGELS (Class 42)	1,841,045	6/21/94
NOAH'S BAGELS (Class 29)	2,136,800	2/17/98
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NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 30)	2,264,567	7/27/99
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 29)	2,101,337	9/30/97
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 18)	2,112,306	11/11/97
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 8)	2,115,954	11/25/97
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (Class 42)	2,207,907	12/8/98
NOAH'S BLEND	2,237,393	4/6/99
NOAH'S NEW YORK BAGELS (Class 42)	1,961,823	3/12/96
NOAH'S NEW YORK BAGELS (Class 21)	2,112,305	11/11/97
NOAH'S SHMEARS	1,979,459	6/11/96
PROTECT YOUR BAGELS, PUT LOX ON THEM	1,931,491	10/31/95
RESTAURANT TRADE DRESS (Exterior)	2,227,592	3/2/99
RESTAURANT TRADE DRESS (Interior)	2,227,589	3/2/99
SHMEAR 'EM	1,961,639	3/12/96
NOAH'S NEW YORK BAGELS AND SIGN BORDER DESIGN	2,143,901	3/17/98

U.S. Trademark Applications of Einstein/Noah Bagel Partners, Inc.

Trademark	Serial No.	Date Filed
A TWIST OF OLD NEW YORK	75/180,614	10/10/96
BROADWAY BLEND	75/180,613	10/10/96
NOAH'S	75/179,841	10/10/96
NOAH'S	75/501,647	6/12/98
NOAH'S NEW YORK BAGELS (Class 30)	75/134,282	7/15/96
NOAH'S NEW YORK BAGELS (Class 29)	75/143,052	7/30/96
NOAH'S NEW YORK BLEND	75/248,183	2/26/97
NOAH'S NEW YORK PRETZELS	75/248,201	2/26/97
NOAH'S PRETZELS	75/248,204	2/26/97

State Trademark Registrations of Einstein/Noah Bagel Partners, Inc.

Trademark	Reg. No.	Date Issued
NOAH'S BAGELS A TASTE OF OLD NEW YORK and Design	94,314	6/28/91

International Trademark Registrations of Einstein/Noah Bagel Partners, Inc.

Trademark	Serial/Reg. No.	Date Filed/Registered
AUSTRALIA		
NOAH'S NEW YORK BAGELS	Reg. 708136	Registered 5/6/96
BRAZIL		
NOAH'S NEW YORK BAGELS	Reg. No. 820.085.065	Registered 9/28/99
BRUNEI		
NOAH'S NEW YORK BAGELS	Reg. 21,974	Registered 9/2/96
CANADA		
A TASTE OF OLD NEW YORK N DESIGN	Reg. 496,085	Registered 6/16/98
NOAH'S BAGELS	Reg. 509,922	Registered 3/24/99
NOAH'S BAGELS	Reg. 495,979	Registered 6/12/98
NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN	Reg. 496,084	Registered 6/16/98
NOAH'S NEW YORK BAGELS	Reg. No. 496,057	Registered 6/16/98
PROTECT YOUR BAGELS, PUT LOX ON THEM	Reg. No. 496,083	Registered 6/16/98
CHILE		
NOAH'S NEW YORK BAGELS	Serial No. 365.263	Filed 5/3/96

Trademark	Serial/Reg. No.	Date Filed/Registered
CHINA		
NOAH'S NEW YORK BAGELS	Serial No. 2713506	Filed 5/14/96
COLOMBIA		
NOAH'S NEW YORK BAGELS	Serial No. 96.062.328	Filed 11/27/96
EUROPEAN COMMUNITY		
NOAH'S BAGELS	Reg. No. 204974	Registered 1/18/99
NOAH'S NEW YORK BAGELS	Reg. No. 255893	Registered 3/1/99
HONG KONG		
NOAH'S NEW YORK BAGELS	Reg. No. 4342/1998	Registered 5/6/96
INDIA		
NOAH'S NEW YORK BAGELS	Serial No. 713577	Filed 5/10/96
ISRAEL		
NOAH'S NEW YORK BAGELS	Reg. No. 105118	Issued 10/13/98
JAPAN		
NOAH'S NEW YORK BAGELS	Reg. No. 4178242	Registered 8/14/98
MALAYSIA		
NOAH'S NEW YORK BAGELS	Serial No. 96/14259	Filed 11/25/96
MEXICO		
NOAH'S NEW YORK BAGELS	Serial No. 262,785	Filed 5/17/96
NEW ZEALAND		
NOAH'S NEW YORK BAGELS	Reg. No. 272,693	Registered 2/13/97
NORWAY		
NOAH'S NEW YORK BAGELS	Registration No. 189061	Registered 3/26/98
PANAMA		
NOAH'S NEW YORK BAGELS	Reg. No. 87634	Issued 5/20/97
PARAGUAY		
NOAH'S NEW YORK BAGELS	Serial No. 009380	Filed 5/7/96
PHILIPPINES		
NOAH'S NEW YORK BAGELS	Serial No. 824,735	Filed 11/29/96
POLAND		
NOAH'S NEW YORK BAGELS	Serial No. Z-169,757	Filed 2/14/97
RUSSIA		
NOAH'S NEW YORK BAGELS	Reg. No. 162965	Filed 7/2/96
SINGAPORE		
NOAH'S NEW YORK BAGELS	Serial No. 4515/96	Filed 5/6/96

Trademark	Serial/Reg. No.	Date Filed/Registered
SOUTH AFRICA		
NOAH'S NEW YORK BAGELS	Reg. No. 96/5993	Issued 4/12/99
SOUTH KOREA		
NOAH'S NEW YORK BAGELS	Reg. No. 40921	Registered 1/23/98
SWITZERLAND		
NOAH'S NEW YORK BAGELS	Reg. No. 449,437	Registered 4/3/98
TAIWAN		
NOAH'S NEW YORK BAGELS	Reg. No. 93207	Registered 8/16/97
THAILAND		
NOAH'S NEW YORK BAGELS	Reg. No. SM7828	Reg. 3/13/98
TUNISIA		
NOAH'S	Reg. No. EE961585	Registered 12/5/96
UKRAINE		
NOAH'S	Serial No. 97020406/T	Filed 2/17/97

Schedule B
to
Amended and Restated Trademark Security Agreement

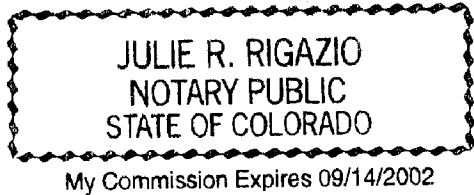
Dated as of February 23, 2000

License Agreements

1. License Agreement dated June 17, 1996 between Einstein/Noah Bagel Corp. and Einstein/Noah Bagel Partners, Inc.
2. License Agreement dated May 2, 1997 between Einstein/Noah Bagel Corp. and Host International, Inc.

STATE OF COLORADO)
) SS
COUNTY OF Jefferson)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this 23rd day of Feb. 2000, by P. Strasen a VP of Einstein/Noah Bagel Partners, Inc., a California corporation, on behalf of such corporation.



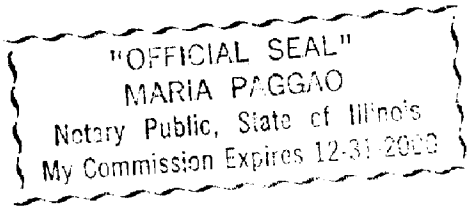
A handwritten signature in black ink, appearing to read "Julie R. Rigazio".

Notary Public
Jefferson County, Colorado

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Amended and Restated Trademark Security Agreement was acknowledged before me this ^{February} 14th day of January 2000, by ^{Michael} ~~Michael~~ ^{Praschler} an officer of Bank of America National Trust and Savings Association, a national banking association, on behalf of such banking association.



Maria L. Paggao
Notary Public
Cook County, Illinois
My commission expires: 12/31/2000