

08-06-2003



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Manhattan Bagel Company, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State New Jersey [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: AmSouth Bank, as Agent Internal Address: c/o AmSouth Capital Corp. Street Address: 350 Park Avenue, 20th Floor City: New York State: NY Zip: 10022 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other Banking Institution If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other Assignment for Security Execution Date: July 8, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/534,366

B. Trademark Registration No.(s) Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Melanie Montenegro, Esq. Internal Address: Kaye Scholer LLP Street Address: 425 Park Avenue City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41): \$ 240.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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9. 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. Johanne R. Rémy Name of Person Signing [Signature] Signature July 15, 2003 Date Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARKS (as of June 2003)

Assignor: Manhattan Bagel Company, Inc.

MARK	APPLICATION / REGISTRATION	FILING DATE / REGISTRATION DATE
FREEDOM FROM BORING LUNCHES! Manhattan Bagel Company, Inc.	Application No. 75/534,366 Registration No. 2,342,504	Filed 8/11/98; Registered 4/18/00
IF YOU'VE NEVER HAD A MANHATTAN, BAGEL, YOU'VE NEVER HAD A REAL BAGEL Manhattan Bagel Company, Inc.	Application No. 75/277,074 Registration No. 2,137,487	Filed 4/18/97; Registered 2/17/98
MANHATTAN BAGEL Manhattan Bagel Company, Inc.	Application No. 74/471,779 Registration No. 2,031,357	Filed 12/17/93; Registered 1/21/97
MANHATTAN BAGEL Manhattan Bagel Company, Inc.	Registration No. 472511	Filed 6/9/94; Registered 3/12/97
MANHATTAN BAGEL and Design Manhattan Bagel Company, Inc.	Application No. 75/290,583 Registration No. 2,322,123	Filed 5/12/97; Registered 2/22/00
MANHATTAN BAGEL and Design Manhattan Bagel Company, Inc.	Application No. 75/218,279 Registration No. 2,146,068	Filed 12/24/96; Registered 3/24/98

Schedule 2-A to Assignment
for Security (Trademarks)

MARK	APPLICATION / REGISTRATION	FILING DATE / REGISTRATION DATE
MANHATTAN BAGEL COMPANY and Design Manhattan Bagel Company, Inc.	Application No. 73/732,273 Registration No. 1,538,593	Filed 6/3/88; Registered 5/9/89
MANHATTAN CHILLERZ Manhattan Bagel Company, Inc.	Application No. 75/720,988	Filed 6/3/99
TOSTINI Manhattan Bagel Company, Inc.	Application No. 76/387,645	Filed 3/27/02

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Manhattan Bagel Company, Inc. (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered or filed with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), AmSouth Bank, as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), AmSouth Capital Corp., as administrative agent, and the guarantors named therein are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee and the Lenders are desirous of having a security interest and mortgage in favor of Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to Assignee and the Lenders;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee;

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement; and

WHEREAS, when the Secured Obligations have been indefeasibly paid and performed in full, the Commitments have been terminated and all outstanding Letters of Credit have been canceled or have expired, this Assignment for Security shall terminate and Assignee, at the expense of Assignor, will execute and deliver to Assignor all instruments reasonably requested by Assignor to acknowledge and evidence termination of this Assignment for Security and will release the Trademarks from the security interest created hereby and under the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and mortgage on the Collateral made and

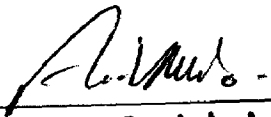
granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o AmSouth Capital Corp., 350 Park Avenue, 20th Floor, New York, New York 10022.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 8th day of July, 2003.

MANHATTAN BAGEL COMPANY, INC.

By: 
Name: Anthony D. Wedo
Title: Chief Executive Officer

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