

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|-----------------------|
| The Bank of New York | | 02/28/2006 | CORPORATION: NEW YORK |

RECEIVING PARTY DATA

| | |
|-----------------|----------------------------------|
| Name: | New World Restaurant Group, Inc. |
| Street Address: | 1687 Cole Blvd. |
| City: | Golden |
| State/Country: | COLORADO |
| Postal Code: | 80401 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 2806827 | MOUNTAIN RIDGE |
| Registration Number: | 2634042 | NEW WORLD COFFEE |
| Registration Number: | 2130746 | NEW WORLD COFFEE & BAGELS |
| Registration Number: | 1858231 | NEW WORLD COFFEE |
| Registration Number: | 1889054 | NEW WORLD COFFEE |
| Registration Number: | 2510968 | NEW WORLD FREEZERS |
| Registration Number: | 1905801 | SUMMERTIME BLEND |

CORRESPONDENCE DATA

Fax Number: (303)866-0200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (303) 866-0581
 Email: samantha.sturgis@hro.com
 Correspondent Name: Samantha Sturgis
 Address Line 1: 1700 Lincoln Street
 Address Line 2: Suite 4100

CH \$190.00 2806827

Address Line 4: Denver, COLORADO 80203

ATTORNEY DOCKET NUMBER: 49153-00150

NAME OF SUBMITTER: Samantha Sturgis

Signature: /Samantha A. Sturgis/

Date: 02/28/2006

Total Attachments: 4
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TRADEMARK RELEASE AND TERMINATION AGREEMENT

This Release and Termination Agreement (this "Agreement"), dated as of February 28, 2006, is made by The Bank of New York, as Collateral Agent (the "Collateral Agent") for the benefit of New World Restaurant Group, Inc., a Delaware corporation ("Issuer").

Recitals

A. Issuer, Chesapeake Bagel Franchise Corp., a New Jersey corporation ("Chesapeake"), Manhattan Bagel Company, Inc., a New Jersey corporation ("Manhattan Bagel"), Einstein/Noah Bagel Partners, Inc., a California corporation ("Einstein/Noah"), Einstein and Noah Corp., a Delaware corporation ("Einstein"), Willoughby's Incorporated, a Connecticut corporation ("Willoughby's"), I. & J. Bagel, Inc., a California corporation ("I&J"), and the Collateral Agent, as Trustee ("Trustee") have entered into an Indenture, dated as of July 8, 2003 (the "Indenture"), and in connection therewith, the Issuer has issued (the "Notes Issuance") its 13% Senior Secured Notes due 2008 (collectively, the "Notes");

B. In connection with the Notes Issuance, Issuer entered into a Trademark Security Agreement ("Trademark Agreement"), dated as of July 8, 2003 that granted the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined in the Trademark Agreement) to secure all secured obligations; and

C. Pursuant to the Notice of Full Redemption dated January 27, 2006 from the Issuer to the holders of the Notes, the Issuer notified the holders of its election to redeem all of the outstanding Notes on February 28, 2006. On February 28, 2006, the Issuer has deposited with Trustee a sufficient amount to redeem the Notes and the Issuer's obligations under the Indenture, except those surviving obligations specified in Section 8.03 of the Indenture, have been discharged.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees that (a) the Collateral Agent hereby releases and terminates its security interest in all right, title and interest in and to all trademarks pledged by the Issuer to the Collateral Agent, as set forth on Exhibit A hereto, (b) the Trademark Agreement is hereby terminated, and (c) this agreement may be executed by the Collateral Agent and the Issuer in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE BANK OF NEW YORK, as Collateral Agent

By: *Melissa Young*
Authorized Signatory

ACKNOWLEDGED AND AGREED:

NEW WORLD RESTAURANT GROUP, INC.,
a Delaware corporation

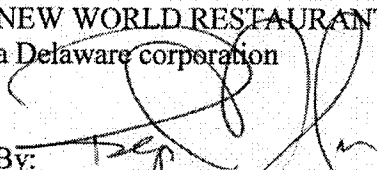
By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK, as Collateral Agent

By: _____
Authorized Signatory

ACKNOWLEDGED AND AGREED:

NEW WORLD RESTAURANT GROUP, INC.
a Delaware corporation

By: 
Name: PAUL J.B. MURPHY, III
Title: PRESIDENT & CEO

[Signature Page to Trademark Release and Termination Agreement--New World Restaurant Group]

EXHIBIT A

TRADEMARKS

| <u>Application Number</u> | <u>Registration Number</u> | <u>Description</u> |
|---------------------------|----------------------------|------------------------------|
| | 2806827 | MOUNTAIN RIDGE |
| | 2634042 | NEW WORLD COFFEE |
| | 2130746 | NEW WORLD COFFEE & BAGELS |
| | 1858231 | NEW WORLD COFFEE (IC 30) |
| | 1889054 | NEW WORLD COFFEE (IC 42) |
| | 2510968 | NEW WORLD FREEZERS |
| | 1905801 | SUMMERTIME BLEND |