

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AmSouth Bank		02/28/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Einstein/Noah Bagel Partners, Inc.
Street Address:	1687 Cole Blvd.
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2136311	A ROAST OF OLD NEW YORK
Registration Number:	2227592	NOAH'S NEW YORK BAGELS HOT BAGELS
Registration Number:	2227589	
Registration Number:	2556962	EGG MIT
Registration Number:	2098724	N
Registration Number:	2848709	NOAH'S
Registration Number:	2755745	NOAH'S
Registration Number:	2591900	NOAH'S
Registration Number:	2850235	NOAH'S
Registration Number:	2136800	NOAH'S BAGELS
Registration Number:	1838799	NOAH'S BAGELS
Registration Number:	1841045	NOAH'S BAGELS
Registration Number:	2207907	NOAH'S BAGELS A TASTE OF OLD NEW YORK
Registration Number:	2237393	NOAH'S BLEND

CH \$490.00 2136311

Registration Number:	2143901	NOAH'S NEW YORK BAGELS
Registration Number:	1961823	NOAH'S NEW YORK BAGELS
Serial Number:	78218299	NOAH'S SHMEARS
Serial Number:	78218303	NOAH'S SHMEARS
Registration Number:	1931491	PROTECT YOUR BAGELS, PUT LOX ON THEM

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

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 AmSouth Bank, as collateral agent for the lenders under the Loan Agreement (as defined below) (the "Agent") for the benefit of Einstein/Noah Bagel Partners, Inc., a California corporation ("Borrower").

Recitals

A. Borrower, New World Restaurant Group, Inc., a Delaware corporation ("New World"), Chesapeake Bagel Franchise Corp., a New Jersey corporation ("Chesapeake"), Manhattan Bagel Company, Inc., a New Jersey corporation ("Manhattan Bagel"), Willoughby's Incorporated, a Connecticut corporation ("Willoughby's"), Einstein and Noah Corp., a Delaware corporation ("Einstein"), I. & J. Bagel, Inc., a California corporation ("I&J," and together with New World, Chesapeake, Manhattan Bagel, Willoughby's, Einstein and Borrower, the "Borrowers"), various financial institutions and the Agent, as agent, have entered into a Loan and Security Agreement, dated as of July 8, 2003, as amended (the "Loan Agreement");


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

C. As provided in the letter from Agent to Borrowers dated February 27, 2006 (the "Payoff Letter"), the Borrowers have deposited with Agent a sufficient amount to satisfy and pay in full the obligations and liabilities under the Loan Agreement or other Loan Documents (as defined in the Loan Agreement), except those surviving obligations that are expressly set forth in the Loan Agreement and other Loan Documents as surviving termination of such Loan Document or as specifically set forth in the Payoff Letter.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees that (a) the Agent hereby releases and terminates its security interest in all right, title and interest in and to all trademarks pledged by the Borrower to the Agent, as set forth on Exhibit A hereto, (b) the Trademark Agreement is hereby terminated, and (c) this agreement may be executed by the Agent and the Borrower 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.

AMSOUTH BANK, as Agent

By: 
Authorized Signatory

ACKNOWLEDGED AND AGREED:

EINSTEIN/NOAH BAGEL PARTNERS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Release and Termination Agreement-Einstein/Noah Bagel Partners]

AMSOUTH BANK, as Agent

By: _____
Authorized Signatory

ACKNOWLEDGED AND AGREED:

EINSTEIN/NOAH BAGEL PARTNERS, INC.,
a California corporation


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

EXHIBIT A

TRADEMARKS

<u>Application Number</u>	<u>Registration Number</u>	<u>Description</u>
	2136311	A ROAST OF OLD NEW YORK
	2227592	DESIGN OF RESTAURANT TRADE DRESS (Exterior) (IC 42)
	2227589	DESIGN OF RESTAURANT TRADE DRESS (Interior) (IC 42)
	2556962	EGG MIT
	2098724	N AND DESIGN (IC 42)
	2848709	NOAH'S (IC 21)
	2755745	NOAH'S (IC 25)
	2591900	NOAH'S (IC 30)
	2850235	NOAH'S (IC 43)
	2136800	NOAH'S BAGELS (IC 29)
	1838799	NOAH'S BAGELS (IC 30 FOR BAGELS)
	1841045	NOAH'S BAGELS (IC 42)
	2207907	NOAH'S BAGELS A TASTE OF OLD NEW YORK AND DESIGN (IC 42)
	2237393	NOAH'S BLEND
	2143901	NOAH'S NEW YORK BAGELS (IC 42 FOR RESTAURANT SERVICES ONLY)
	1961823	NOAH'S NEW YORK BAGELS (IC 42)
78218299		NOAH'S SHMEARS (IC 29)
78218303		NOAH'S SHMEARS (IC 43)
	1931491	PROTECT YOUR BAGELS, PUT LOX ON THEM (IC 42)