

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK OF PENNSYLVANIA		04/08/2002	PA STATE-CHARTERED BANKING INSTITUTION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
Name:	CITIZENS BANK OF MASSACHUSETTS		
Street Address:	28 STATE STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2135648	THE ONE TO TOP.	
Registration Number:	2146117	FINAGLE A BAGEL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)523-6850		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175232700		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	708406.00002		
NAME OF SUBMITTER:	Elizabeth R. Burkhard		
Signature:	/Elizabeth R. Burkhard/		

OP \$65.00 2135648

Date:

05/02/2008

Total Attachments: 2

source=Citizens Assignment#page1.tif

source=Citizens Assignment#page2.tif

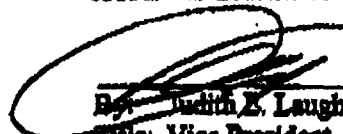
Borrower: Julian's Cheesecake, Inc.

**ASSIGNMENT OF LOAN DOCUMENTS**

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS CITIZENS BANK OF PENNSYLVANIA hereinafter referred to as ASSIGNOR, for and in consideration of the sum of ONE AND NO/100th DOLLAR and other good and valuable consideration, receipt of which is hereby confessed and acknowledged from CITIZENS BANK OF MASSACHUSETTS hereinafter referred to as ASSIGNEE, does by these presents grant, bargain, sell, assign, transfer and set over unto the said ASSIGNEE all right, title and interest in and to those certain loan agreements, credit agreements, notes, security documents, guaranty and surety agreements, other documents, files and records in whatever form or medium as maintained by the Assignor (all of the foregoing being referred to herein collectively as the "Loan Documents"), which pertain to any loans or other credit facilities of any kind made available by the Assignor to the person or entities set forth on the Schedule of Borrowers attached hereto and which are being sold, assigned, transferred and set over to ASSIGNEE pursuant to the Assignment and Assumption of Loans (defined hereinafter). The terms and conditions of that certain Assignment and Assumption of Loans agreement dated as of April 8, 2002, by and between the Assignor and the Assignee (the "Blanket Assignment Agreement") are incorporated herein by reference, and the assignment contained herein shall be governed by and is subject to the terms and conditions of the Blanket Assignment Agreement.

IN WITNESS WHEREOF, said ASSIGNOR has signed these presents this 8 day of March, 2003, but effective as of the 8<sup>th</sup> day of April, 2002.

CITIZENS BANK OF PENNSYLVANIA

  
By: Judith E. Laughrey  
Title: Vice President

LIBD/1368464.1  
NO. 150  
2002

CITIZENS COMM LENDING + 16175236850

08:43 04/22/2008

04/22/2008 09:43 CITIZENS COMM LENDING → 16175236850

NO. 190 0003  
LIBD/1308441  
ASSIGNMENT OF LOAN DOCUMENTS

-2-

**Schedule of Payments**  
Julien's Cheesecake, Inc.

NO. 367 P. 3

CITIZENS BANK

APR. 22. 2008 9:39AM