

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL TO GRANT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boston Market Corporation		07/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	299 Park Avenue		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3575574	BOSTON MARKET	
Registration Number:	3511498	BOSTON MARKET	
Serial Number:	77744553	GOODNESS IS SERVED	
Registration Number:	3625739	SMART PICKS	
Serial Number:	77465803	SMART PICKS	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	Watt Wanapha, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd		
Address Line 4:	New York, NEW YORK 10022		

CH \$140.00 3575574

ATTORNEY DOCKET NUMBER:	014951.0850
NAME OF SUBMITTER:	Watt Wanapha, Esq. (014951.0850)
Signature:	/kc for ww/
Date:	07/27/2009
Total Attachments: 4 source=Trademark Supplement to Trademark Sec Agt for Boston Market#page1.tif source=Trademark Supplement to Trademark Sec Agt for Boston Market#page2.tif source=Trademark Supplement to Trademark Sec Agt for Boston Market#page3.tif source=Trademark Supplement to Trademark Sec Agt for Boston Market#page4.tif	

SUPPLEMENT TO GRANT OF SECURITY INTEREST – TRADEMARKS

This **SUPPLEMENT TO GRANT OF SECURITY INTEREST – TRADEMARKS** (the "Supplement") is made, and effective as of the date indicated below, to the Grant of a Security Interest – Trademarks (the "Trademark Security Agreement"), dated **December 6, 2007**, by **Boston Market Corporation**, a Delaware corporation ("Grantor") in favor of **Ableco Finance LLC**, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, "Grantee");

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated December 6, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Grantee;

WHEREAS, pursuant to the Security Agreement, Grantor executed the Trademark Security Agreement under which Grantor granted to Grantee, and granted to Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks (as such term is defined in the Trademark Security Agreement), together with, among other things, 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 and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Secured Obligations (as such term is defined in the Security Agreement);

WHEREAS, Grantor filed applications for registration with the United States Patent and Trademark Office for the trademarks set forth on Annex I attached hereto (the "New Trademarks");

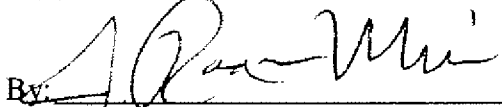
WHEREAS, pursuant to Section 6(f)(vi) of the Security Agreement, Grantor and Grantee desire to supplement the Trademark Security Agreement to include the New Trademarks as Collateral (as such term is defined in the Trademark Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Schedule A to the Trademark Security Agreement is hereby amended to include the New Trademarks. All the Security Agreement and Trademark Security Agreement terms and provisions (including without limitation all conditions, representations, warranties, covenants and other agreements) shall apply to the New Trademarks as if such marks had been included on Schedule A as of the later of December 6, 2007 or when Grantor's rights in such mark came into existence. Without limiting the foregoing provisions, as of the date hereof, the term "Collateral" shall include, without limitation, the New Trademarks, and Grantee hereby confirms the grant to Grantee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of Grantor in, to and under the New Trademarks, together with, among other things, the goodwill of the business symbolized by the New 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 and any and all damages arising from past, present and future violations thereof, to secure the payment, performance and observance of the Obligations.

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed by its officer thereunto duly authorized as of July 24, 2009.

BOSTON MARKET CORPORATION

By:  _____

Name: J. RANDAL MILLER

Title: Secretary.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Colorado

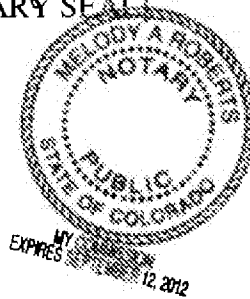
SS.:

COUNTY OF Jefferson

On this 21st day of July 2009, before me, the undersigned, personally appeared J. Randal Miller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melody A. Roberts

[NOTARY SEAL]



ANNEX I

MARK	REGISTRATION / APPLICATION NUMBER	REGISTRATION / FILING DATE
BOSTON MARKET	Reg. # 3,575,574	02/17/2009
BOSTON MARKET	Reg. # 3,511,498	10/07/2008
GOODNESS IS SERVED	Ser. # 77/744,553	05/26/2009
SMART PICKS	Reg. # 3,625,739	05/26/2009
SMART PICKS	Ser. # 77/465,803	05/05/2008