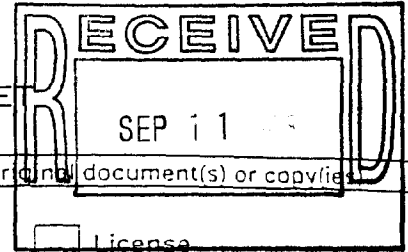


09-16-1998



100829015

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



Med  
9-11-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement (1996 Lenders/Liquidity Obligations)
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name **Boston Chicken, Inc.**

Execution Date  
Month Day Year  
**07 15 1998**

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **Bank of America National Trust and Savings Association**

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) **231 South LaSalle Street**

Address (line 2) \_\_\_\_\_

Address (line 3) **Chicago**

**Illinois**

**60697**

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/16/1998 SSNITH 00000005 74691027

01 FC:481 40.00 OP  
02 FC:482 2450.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1791 FRAME: 0742

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Michelle L. Blackmon  
Name of Person Signing

Michelle L. Blackmon 9/9/98  
Signature Date Signed

## Schedule A

Trademark	Class(es)	Serial No.	Reg. No.	Date Issued
3X BBQ	30	74/691027	2,074,346	6/24/97
Awning Design	42	74/607565	2,029,513	1/14/97
Boston	42	74/631420	1,996,529	8/27/96
Boston Basics	29	74/344434	1,828,415	3/29/94
Boston Carver	30	74/631416	1,997,941	9/3/96
Boston Carver Sandwiches and Design	30	75/009727	2,066,383	6/3/97
Boston Chicken	42	74/023837	1,628,747	12/18/90
Boston Chicken	9, 14, 16, 18, 20, 21, 24, 25, 28	74/460050	1,919,315	9/19/95
Boston Chicken	29, 30	74/235760	1,819,092	2/1/94
Boston Chicken (Stylized in Black)	42	74/446595	1,867,314	12/13/94
Boston Chicken (Stylized in Red)	42	74/446593	1,859,018	10/18/94
Boston Chicken (Stylized in White)	42	74/446594	1,860,130	10/25/94
Boston Chicken Rotisserie and Chicken Design	29, 30	74/195440	1,847,986	8/2/94
Boston Chicken Rotisserie and Design	42	74/334286	1,865,024	11/29/94
Boston Chicken Rotisserie and Design	25	74/461078	1,910,151	8/8/95
Boston Chicken Rotisserie and Design	29	74/400123	1,888,637	4/11/95
Boston Feasts	29	74/344435	1,828,416	3/29/94
Boston Market	29	74/410044	1,963,578	3/19/96
Boston Market	42	74/410045	1,940,179	12/5/95
Boston Market and Design	42	74/631862	1,982,175	6/25/96
Boston Market and Design	29	74/631872	2,102,511	10/7/97
Boston Market and Store Front Design	42	75/190992	2,161,437	6/2/98
Boston Market Home Style Meals and Design	42	74/631892	2,031,466	1/21/97
Boston Market Home Style Meals and Design	29	74/631854	2,031,465	1/21/97
Boston Market Logo	36	75/102806	2,131,807	1/27/98
Boston Trio	29	74/344436	1,828,417	3/29/94
Carver Club	30	74/727300	2,008,097	10/15/96
Carver Design	30	75/268916	2,139,128	2/24/98
Carver Design	42	75/299177	2,156,874	5/12/98
Chambers Motorcars Boston	42	74/291,288	1,750,982	3/16/93
Chicken Carver	30	74/727301	2,005,962	10/8/96
Chicken Design	29, 30	74/235758	1,776,661	6/15/93
Chicken Design	42	74/019052	1,615,277	9/25/90
Doctors Vision Center	42	74/576,319	2,007,443	10/15/96
Don't Mess With Dinner	42	75/131820	2,077,443	7/8/97
Ham Carver	30	74/727304	2,005,965	10/8/96
Hearth Honey	29	74/729652	2,011,788	10/29/96
Home Cooking for Folks Who Can't Be Home Cooking	29	74/235757	1,778,001	6/22/93
Home Cooking for Folks Who Can't Be Home Cooking	42	74/163055	1,684,083	4/21/92

Trademark		Serial No.	Reg. No.	Date Issued
Intellistore	9	74/473677	1,974,032	5/14/96
Logo (Outline)	29, 42	74/590919	1,942,467	12/19/95
Logo (Red)	42	74/334747	1,795,404	9/28/93
Logo (Red)	29	74/400122	1,833,955	5/3/94
Market	42	73/294940	1,191,424	3/2/82
Meat Loaf Carver	30	74/727302	2,005,963	10/8/96
People Pages	16	75/227234	2,138,602	2/24/98
Rotisserie and Design	42	74/334287	1,854,946	9/20/94
Rotisserie and Design	29	74/400124	1,878,751	2/14/95
Serving Up Hope. Fighting Breast Cancer	42	75/103173	2,066,986	6/3/97
Serving Up Hope Fighting Breast Cancer Boston Market				
Home Style Meals	42	75/102,704	2,166,808	6/23/98
Side Item Sampler*	29, 30	74/590920	2,082,561	7/22/97
Slow Cooking . . . Ready Now	42	74/305667	1,765,150	4/13/93
Summer Market	42	75/104506	2,116,918	11/25/97
Take Home Cooking*	42	74/023284	1,680,876	3/24/92
That's Home Cooking	42	74/559038	1,952,541	1/30/96
The Big Feast*	42	74/041247	1,752,085	2/9/93
The Boston Chicken	42	727766	1,517,660	12/20/88
The Freshest Thing Going	42	74/352899	1,792,089	9/7/93
This is Different. This is Progress	42	74/647465	1,966,632	4/9/96
Turkey Carver	30	74/727303	2,005,964	10/8/96
WINGS	16, 41	75/089471	2,106,455	10/21/97

\*These are registrations on the Supplemental Register.

## Trademark Applications

Trademark	Class(es)	Serial No.	Date Applied For
Apple Frenzy	30	75/248151	2/26/97
Boston Burger	30	74/426773	8/18/93
Boston Carver	42	75/234912	2/3/97
Boston Delivery	42	74/426776	8/18/93
Boston Hearth	29, 30	75/094055	4/25/96
Boston Hearth Specialty Foods and Design	29, 30	75/239487	2/10/97
Boston Hearth	16, 25	75/268923	4/3/97
Boston Kitchen	42	74/592773	10/31/94
Boston Ladle	42	75/259,134	3/18/97
Boston Market	9, 16, 20, 21, 25	75/268735	4/3/97
Boston Market	36	75/102807	5/13/96
Boston Market Kids Logo	42	75/259689	3/18/97
BOSTONMARKET.COM	42	75/177936	10/7/96
Boston Meat Loaf	29	74/512,867	4/15/94
Brownstone	32	75/115131	6/5/96
Crumble Jumble Apple Pie	30	75/247986	2/26/97
Digs	42	75/234921	2/3/97
Digs Design	42	75/234914	2/3/97
Digsaroni	30	75/290965	5/13/97
Digscover	42	75/290959	5/13/97
Digscovery	42	75/290957	5/13/97
F.A.S.T. Track and Logo	42	75/227617	1/17/97
Fresh Meal Express	29	75/233974	1/30/97
Home Style Meals Fast	42	75/227618	1/17/97
Market Meal	29	75/283557	4/29/97
Max It	42	75/222808	1/8/97
Max It and Oval Design	42	75/222807	1/8/97
Meal Express	29	75/233992	1/30/97
Paw Print Logo	42	75/269066	4/3/97
Paw Print Logo	25	75/268509	4/3/97
Paw Print Logo	28	75/268588	4/3/97
Saving Games, Saving Lives	36	75/123877	6/24/96
Serving Up Hope. Fighting Breast Cancer and Design	42	75/102704	5/13/96
Store Front Design	42	75/191345	11/1/96
Strawberry Shortcake Bliss	30	75/106498	5/20/96

## Trademark Applications

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<b>Trademark</b>	<b>Class(es)</b>	<b>Serial No.</b>	<b>Date Applied For</b>
The Taste of Goodness	42	75/300807	5/30/97
We Can Replace Mom's Cooking But We Can't Replace Mom	36	75/173469	9/30/96
We Work For Hours to Serve You in Seconds	42	75/193678	11/5/96

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is dated as of July 15, 1998 and is made by Boston Chicken, Inc., a Delaware corporation ("**Grantor**"), in favor of and for the benefit of **BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION** ("**BofA**"), as Common Collateral Agent (the "**Common Collateral Agent**"). Undefined, capitalized terms used herein shall have the meanings ascribed thereto in the "Intercreditor Agreement" referred to and defined below.

**RECITALS**

WHEREAS, the Grantor, the financial institutions from time to time party thereto (the "**Original Lenders**"), Bankers Trust Company, as documentation agent (in such capacity, together with its successors and assigns, the "**Documentation Agent**"), and BofA, as letter of credit issuing bank (in such capacity, the "**Issuing Lender**", and together with the Original Lenders, the "**Revolving Lenders**") and as agent for the Revolving Lenders (in such capacity, together with its successors and assigns, the "**Loan Agent**"), are parties to that certain Secured Revolving Credit Agreement dated as of December 9, 1996 (the "**Original Credit Agreement**"), as amended by the First Amendment and Consent thereto (the "**First Credit Amendment**") dated as of October 24, 1997 (the Original Credit Agreement as so amended, the "**Amended Credit Agreement**");

WHEREAS, concurrently herewith, the Amended Credit Agreement has been further amended pursuant to the terms of that certain Second Amendment and Consent thereto (the "**Second Credit Amendment**") entered into among the Grantor, the Loan Agent, the Documentation Agent, the Revolving Lenders and the "Liquidity Lenders" (as defined therein), and General Electric Capital Corporation ("**GECC**") and BofA, as co-agents for the Liquidity Lenders (the "**Co-Agents**") (the Amended Credit Agreement as amended by the Second Credit Amendment, and as may be further amended, supplemented, modified, restated, refinanced, refunded or renewed from time to time, the "**Credit Agreement**");

WHEREAS, the Grantor and GECC, for itself and as agent for the 1996 Lease Lenders referred to below (in such dual capacity, together with its successors and assigns, the "**1996 Lease Agent**") are parties to that certain Master Lease Agreement No. 2, dated as of December 9, 1996 (the "**Original 1996 Lease Agreement**"), as amended by Amendment No. 1 thereto dated as of February 28, 1997 and by Amendment No. 2 thereto of even date herewith ("**1996 Lease Amendment No. 2**") (as may be further amended, supplemented, modified, restated, refinanced, refunded or renewed from time to time, the "**1996 Master Lease Agreement**");

WHEREAS, subject to the terms of the 1996 Master Lease Agreement, GECC has heretofore and may hereafter convey to certain financial institutions (collectively with GECC, the "**1996 Lease Lenders**"), and together with the Loan Agent, the 1996 Lease Agent, the Co-Agents, the Revolving Lenders and Liquidity Lenders, the "**Secured Creditors**") participation interests in its rights, duties and obligations under the 1996 Master Lease Agreement;

WHEREAS, concurrently with the execution and delivery of the Original Credit Agreement and the Original 1996 Lease Agreement, the Grantor, the Loan Agent, the 1996 Lease Agent and the Common Collateral Agent entered into that certain Facilities Agreement (the "**Original Facilities Agreement**"), which set forth certain agreements and provisions governing the conduct of the Grantor and certain of its Subsidiaries, and that certain Intercreditor Agreement (the "**Original Intercreditor Agreement**"), which set forth certain agreements with respect to, among other things, the Revolving Lenders' and 1996 Lease Lenders' rights, claims and interests with respect to the Grantor and certain of its Subsidiaries, each dated as of December 9, 1996;

WHEREAS, concurrently with the execution and delivery of the First Credit Amendment, the Grantor, the Loan Agent, the 1996 Lease Agent and the Common Collateral Agent entered into that certain Amended and Restated Facilities Agreement (the "**Restated Facilities Agreement**") and that certain Amended and Restated Intercreditor Agreement (the "**Restated Intercreditor Agreement**"), each dated as of October 24, 1997;

WHEREAS, concurrently herewith, the Grantor, the Loan Agent (on behalf of itself and the Revolving Lenders), the 1996 Lease Agent (on behalf of itself and the 1996 Lease Lenders), the Co-Agents (on behalf of the Liquidity Lenders) and the Common Collateral Agent are entering into that certain First Amendment and Consent to the Restated Facilities Agreement (the "**Facilities Amendment**"; the Restated Facilities Agreement as amended by the Facilities Amendment and as further amended, supplemented, modified or restated from time to time being referred to as the "**Facilities Agreement**");

WHEREAS, concurrently herewith, the Grantor, the Common Collateral Agent, the Loan Agent, the Revolving Lenders, the 1996 Lease Agent, the 1996 Lease Lenders, the Co-Agents, the Liquidity Lenders, the "Other Creditors" and the "Cash Management Banks" (each as defined therein) have entered into that certain Second Amended and Restated Intercreditor Agreement (the "**Intercreditor Amendment**"), pursuant to which the Restated Intercreditor Agreement has been further amended and restated in its entirety (as so amended and restated, and as the same may be further amended, modified, supplemented and/or restated from time to time, the "**Intercreditor Agreement**"), which sets forth certain agreements with respect to, among other things, the Secured Creditors' rights, claims and interests with respect to the Grantor and certain of its Subsidiaries;

WHEREAS, in connection with the execution and delivery of the First Credit Amendment, the Restated Facilities Agreement and the Restated Intercreditor Agreement, the Grantor executed and delivered in favor of the Common Collateral Agent a Trademark Security



Agreement dated as of October 24, 1997, in support of the Grantor's "Revolving Obligations" and "1996 Lease Obligations" (each as defined in the Intercreditor Agreement) (the "**Existing Agreement**");

WHEREAS, the Grantor has agreed to reaffirm its grant of security under the Existing Agreement in favor of the Common Collateral Agent, for the benefit of the Secured Creditors;

WHEREAS, the Grantor has agreed to reaffirm and ratify each of the other covenants, representations and warranties made by the Grantor pursuant to the Existing Agreement, to the extent the same are not modified hereby, and has agreed that all such covenants, representations and warranties shall be deemed to have been remade as of the effective date hereof;

WHEREAS, in connection with its execution and delivery of the Second Credit Amendment, 1996 Lease Amendment No. 2, the Facilities Amendment and the Intercreditor Amendment (collectively, the "**Amendments**") and to induce the Secured Creditors to provide the Grantor and certain of its Subsidiaries with the financial accommodations contemplated thereby, the Grantor has agreed to execute and deliver this Agreement to evidence (and to the extent applicable, to reevidence) its grant of security with respect to the "Trademarks" referred to and defined below as security for the "Liquidity Obligations", the "Revolving Obligations" and the "1996 Lease Obligations" (each as defined in the Intercreditor Agreement) (the Liquidity Obligations, Revolving Obligations and 1996 Lease Obligations being hereinafter referred to as the "**Secured Debt**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the execution and delivery of the Amendments and to induce the Secured Creditors to provide the financial accommodations contemplated thereby, the Grantor agrees as follows:

## **AGREEMENT**

1. Grantor hereby reaffirms the security interest granted in favor of the Common Collateral Agent for the benefit of the Revolving Lenders and the 1996 Lease Lenders, as security for the "Secured Obligations" (as defined in Paragraph 2). Without limiting the foregoing, Grantor hereby further grants to the Common Collateral Agent for the benefit of all Secured Creditors, as security for all of the Secured Obligations, a valid, enforceable security interest in all of Grantor's rights, titles and interests in the United States and throughout the world, in and to all of its currently owned or hereafter acquired trademarks, registrations of trademarks and applications for registration, together with the goodwill of the business symbolized by such trademarks, including, without limitation, those trademark registrations and applications for trademark registrations on Schedule A attached hereto and made a part hereof, and to all income, royalties, damages and payments now and hereafter due and/or payable under or based on such

trademarks, and in and to all rights to sue, collect and retain damages and payments for past and future infringements and violation of the rights thereof (hereinafter all of the foregoing trademarks, registrations of trademarks and applications for trademark registrations are sometimes individually and/or collectively referred to as the "**Trademarks**").

2. This Agreement evidences the Grantor's reaffirmation and grant of security interests in the Trademarks as security for the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a), as well as interest accruing postpetition, whether or not such postpetition interest is allowed) of all "Secured Obligations" (as defined herein) of every nature of the Grantor now or hereafter existing under the "Credit Documents" (as defined in the Intercreditor Agreement), including the Secured Debt and any promissory note or other document or instrument delivered pursuant thereto and all amendments, extensions or renewals thereof or hereof, whether for principal or interest (including, without limitation, all amounts owed by the Grantor, whether designated as principal, interest or otherwise, and interest that, but for the filing of a petition in bankruptcy with respect to the Grantor, would accrue on such obligations), together with all losses, fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' and paralegals' fees, costs and expenses) paid or incurred by the Common Collateral Agent or any of the Secured Creditors in: (1) endeavoring to collect all or any part of the Secured Debt from, or in prosecuting any action against, the Grantor relating to all or any part of the Secured Debt or the transactions contemplated by the Credit Agreement, the 1996 Master Lease Agreement, the Facilities Agreement and the Intercreditor Agreement; (2) taking any action with respect to any security or collateral securing all or any part of the Secured Debt or the obligations of the Grantor hereunder or thereunder; and (3) preserving, protecting or defending the enforceability of, or enforcing, this Agreement, the Credit Agreement, the 1996 Master Lease Agreement, the Facilities Agreement, the Intercreditor Agreement and related documents or their respective rights hereunder or thereunder (all such costs and expenses are hereinafter referred to as the "**Expenses**") or otherwise, whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from the Common Collateral Agent or any of the Secured Creditors as a preference, fraudulent transfer or otherwise (all such obligations and all obligations of every nature of the Grantor now or hereafter existing under this Agreement being the "**Secured Obligations**").

3. Grantor warrants and represents to and covenants with the Common Collateral Agent that:

(a) Grantor is the present owner of the entire right, title and interest in and to the Trademarks that are the subject of registrations on Schedule A, and, to the best of its knowledge, has good and indefeasible title thereto.

(b) The Trademarks are free and clear of all security interests, "Liens" (as defined in the Facilities Agreement), claims and encumbrances, except those permitted by the Facilities Agreement.

(c) Except pursuant to Area Development Agreements, Franchise Agreements and similar agreements and as otherwise disclosed in writing by Grantor to the Common Collateral Agent, Grantor has not granted any license, rights and privileges in or to the Trademarks to any party, except the Common Collateral Agent.

(d) To the best of Grantor's knowledge, Grantor may use the Trademarks that are the subject of registrations on Schedule A free and clear of the infringement of the rights of others.

(e) Except as otherwise disclosed in writing by Grantor to the Common Collateral Agent, Grantor has no outstanding threats of action and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of the rights of Grantor in the Trademarks.

(f) The Trademarks on Schedule A constitute all of the United States registrations and applications for the Trademarks owned by Grantor.

(g) Grantor has not and will not make any agreement or assignment in conflict with this Agreement.

4. To the best of Grantor's knowledge, the trademark applications have been duly and properly filed, and the trademark registrations filed and issued, and the Trademarks which are the subject of registrations on Schedule A are valid and enforceable.

5. Grantor shall not take any action, nor permit any action to be taken by others subject to Grantor's control, including licensees, or fail to take any action regarding any matter of which the Grantor has knowledge, which would affect the validity and enforcement of the Trademarks, or impair the value of the Trademarks or the goodwill of the business associated therewith, except Grantor may discontinue or abandon the use of the Trademarks in accordance with its reasonable business judgment, if such discontinuance or abandonment is desirable or necessary.

6. Subject to the other provisions of this Agreement, Grantor shall assume and continue, at its own cost and expense, through counsel of its own choice and acceptable to the Common Collateral Agent, full and complete responsibility for the prosecution, issuance, enforcement, maintenance, renewal or any other actions in connection with the Trademarks.

7. Grantor promptly shall notify the Common Collateral Agent, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Trademarks or infringement of another trademark, and shall, on written request, deliver to the Common Collateral Agent a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep the Common Collateral Agent fully advised in writing of the progress of any such suit.

8. Grantor shall provide the Common Collateral Agent quarterly with a listing of all new applications for trademarks (together with a listing of the issuance of registrations on any previous applications). Any new applications and issued trademark registrations shall be subject to the terms and conditions of the Facilities Agreement and this Agreement and come within the term "Trademarks" as set forth herein. Grantor shall, together with the list, provide the Common Collateral Agent, on written request, with duly executed documents in a form acceptable to counsel for the Common Collateral Agent and suitable for recording, which documents grant or reaffirm the grant of a valid enforceable security interest to the Common Collateral Agent for the benefit of the Secured Creditors as set forth in Paragraph 1 hereof, and subject to all the terms of this Agreement and the Facilities Agreement.

9. Grantor shall provide the Common Collateral Agent, at least annually, with a complete status report of all the Trademarks, and upon written request by the Common Collateral Agent, shall deliver to counsel for the Common Collateral Agent copies of any trademark applications and other non-privileged documents concerned with or related to the adoption, use, prosecution, protection, maintenance, renewal, enforcement or issuance of the Trademarks.

10. In order to protect and continue the goodwill of the business associated with and symbolized by the Trademarks, and to avoid deception to the public as to the nature and quality of the goods on which the Trademarks are employed by Grantor, Grantor shall conduct its business in accordance with the requirements of production, quality and service of the goods in the market as in the past, and shall at all times maintain the quality of the goods sold or distributed on which the Trademarks are employed commensurate with at least the same or better quality and past practices of Grantor.

11. The occurrence of either of the following shall constitute an "Event of Default" hereunder: (a) if Grantor shall fail or neglect to perform, keep or observe any material term, provision, condition, covenant, warranty or representation contained in this Agreement which is required to be performed, kept or observed by Grantor, and the same is not cured within 15 "Business Days" (as defined in the Intercreditor Agreement) after written notice thereof from the Common Collateral Agent to Grantor; or (b) occurrence of a "Default" (as defined in the Intercreditor Agreement), with respect to the Credit Agreement, the Facilities Agreement or the 1996 Master Lease Agreement, under the Facilities Agreement. Grantor hereby appoints and designates the Common Collateral Agent its sole attorney to take any such action in the name of Grantor after an Event of Default as the Common Collateral Agent deems necessary under the circumstances, and Grantor shall pay all fees and expenses in connection with such action by its attorney so appointed and designated. Upon exercising any of its rights under this Agreement, the

Common Collateral Agent shall not assign or otherwise transfer any portion of the Trademarks that constitute so called "intent to use" applications for trademarks without assigning such applications as part of the entire business or portion thereof to which such applications pertain as required by 15 U.S.C. §1060.

12. If any Event of Default shall have occurred and be continuing, the Common Collateral Agent may exercise in respect of the Trademarks (a) all the rights and remedies it has as a secured party on default under the Uniform Commercial Code of the State of New York (the "**Code**") (whether or not the Code applies to the affected Trademarks), (b) all of the rights and remedies provided for in this Agreement, the Facilities Agreement, the other Credit Documents and any other agreement between the Grantor and the Secured Creditors or between the Grantor and the Common Collateral Agent, as applicable, and (c) such other rights and remedies as may be provided by law or otherwise (such rights and remedies of the Common Collateral Agent to be cumulative and non-exclusive). Without limiting the foregoing rights of the Common Collateral Agent in any respect, following the occurrence and during the continuance of an Event of Default hereunder, the Common Collateral Agent may grant, in Grantor's name and as Grantor's agent and attorney-in-fact or in its own name as Common Collateral Agent, licenses, rights or other privileges in, or otherwise take whatever action with respect to the Trademarks that the Common Collateral Agent deems necessary or appropriate under the circumstances; provided, however, Common Collateral Agent shall, and shall require any licensee to, conduct the business relating to the Trademarks in accordance with the requirements of production, quality and service of the goods in the market as in the past, and shall at all times maintain the quality of the goods sold or distributed on which the trademarks are employed commensurate with at least the same, or better, quality and past practices of Grantor.

13. Should any part or provision of this Agreement be held unenforceable or conflicting with the law of any jurisdiction, the validity of the remaining parts or provisions hereof shall not be affected thereby.

14. Grantor agrees, on written request by the Common Collateral Agent, now and during the term of this Agreement to do all such acts as may be reasonably necessary or appropriate in order to carry out the intent and purpose of this Agreement, and to protect the interest of the Secured Creditors in the Trademarks.

15. This Agreement shall reaffirm and create a continuing security interest in the Trademarks and shall (a) remain in full force and effect until the indefeasible payment in full in cash of the Secured Obligations and termination of all contractual obligations of all Secured Creditors under all Credit Documents to extend credit of any nature to the Grantor, (b) be binding upon the Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Common Collateral Agent hereunder, to the benefit of the Common Collateral Agent and its successors, transferees and assigns. Upon the indefeasible payment in full in cash of the Secured Obligations and termination of all contractual obligations of all Secured Creditors under all Credit Documents to extend credit of any nature to Grantor, the security interests granted or reaffirmed hereby shall terminate and all rights to the Collateral shall revert to the Grantor. Upon

any such termination, the Common Collateral Agent will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination and shall terminate its financing statements with regard to the Collateral wherever filed.

16. It is the intent of the parties that this Agreement reaffirms and grants a security interest in all of Grantor's right, title and interest in and to the Trademarks and is not intended to be, and shall not be deemed to be, an assignment of the Trademarks. The parties agree and acknowledge that the security interest granted or reaffirmed herein on any so-called "intent to use" trademark applications is granted or reaffirmed as part of a security interest in the entire business to which any such applications pertain.

17. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Common Collateral Agent and the Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

18. All notices and other communications provided for under this Agreement shall be in writing (including telegraphic, telex or facsimile communication) and mailed or telecommunicated or delivered at the address of such party set forth in the Facilities Agreement; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Paragraph 18. All such notices and communications shall, when mailed or telecommunicated, be effective upon the earlier of actual receipt or three (3) Business Days after deposited in the mails, or one (1) Business Day after transmitted by telex and the appropriate answerback received, transmitted by facsimile or delivered to the telegraph company, respectively, addressed as aforesaid.

19. Each of the Grantor and the Common Collateral Agent hereby submits to the nonexclusive jurisdiction of the state courts of the State of New York and the federal courts located in New York City, New York for all matters arising under this Agreement and related documents. Service of process sufficient for personal jurisdiction in any action against the Grantor in New York may be made by registered or certified mail, return receipt requested, to the address specified pursuant to Paragraph 18.

**20. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK AND THE PARTIES HERETO ELECT UNDER NEW YORK GENERAL OBLIGATIONS LAW, SECTION 5-1401, TO APPLY NEW YORK LAW.** Unless otherwise defined herein, in the Facilities Agreement or in the Intercreditor Agreement, terms used in Article 9 of the Code as in effect in the State of New York are used herein as therein defined.

21. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining

provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

22. This writing is intended by the Grantor and the Common Collateral Agent as the final expression of this Agreement and is also intended, together with the Credit Documents, as a complete and exclusive statement of the terms of their agreement with respect to the matters covered hereby. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify and terms of this Agreement. There are no conditions to the full effectiveness of this Agreement.

23. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

24. (a) This Agreement amends and restates the Existing Agreement in its entirety and is not intended to effectuate a novation of the obligations of the Grantor which were secured by Liens granted under, or obligations otherwise evidenced by, the Existing Agreement, but rather a substitution of certain of the terms governing such obligations.

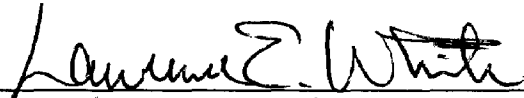
(b) Upon the effectiveness hereof, on and after the date hereof, each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Existing Agreement as amended and restated hereby.

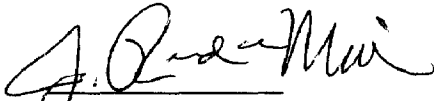
(c) Except as specifically modified or waived above, the Existing Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

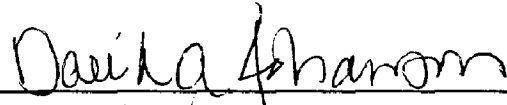
BOSTON CHICKEN, INC., as the Grantor

ATTEST:

  
By: Lawrence E. White  
Title: CEO

  
~~AST~~ Secretary

BANK OF AMERICAN NATIONAL TRUST  
AND SAVINGS ASSOCIATION, as Common  
Collateral Agent

  
By: David A. Johanson  
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -  
REVOLVING OBLIGATIONS, 1996 LEASE OBLIGATIONS  
AND LIQUIDITY OBLIGATIONS