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UNITED STATES PATENT AND TRADEMARK OFFICE

12-2-98

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Fresh Enterprises, Inc.  
850 Hampshire Road, Suite S  
Westlake Village, CA 91361

A California corporation

2. Name and address of receiving party:

Imperial Bank  
226 Airport Parkway  
San Jose, CA 95110

A California banking corporation

3. Nature of conveyance: Trademark Security Agreement

Execution date: November 24, 1998

4. Application numbers and registration numbers:

A. Trademark numbers:

See Attachment 1 attached hereto.

B. Trademark application numbers:

See Attachment 1 attached hereto.

12/08/1998 DMSUYEH 00000107 2108266

01 FC:481  
02 FC:482

40.00 DP  
225.00 DP

RECEIVED  
COMMERCIAL  
TRADEMARK  
DIVISION  
NOV 12 1998

5. Name and address of party to whom correspondence concerning document should be mailed:

Robert Keough, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, Massachusetts 02110

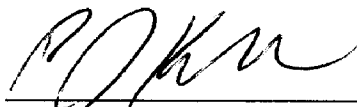
6. Total number of applications and trademarks involved: 10

7. Total fee enclosed: \$265.00

8. Deposit account number: Not applicable

9. 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.



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Robert Keough, Esq.  
December 1, 1998

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 12

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

**ATTACHMENT 1  
TO THE TRADEMARK SECURITY AGREEMENT,  
DATED AS OF NOVEMBER 24, 1998, BETWEEN  
FRESH ENTERPRISES, INC. AND  
IMPERIAL BANK**

**ITEM A.**

<b>Trademark</b>	<b>Registration or Serial Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
Burritos Dos Manos	2,108,266		10/28/97
Enchilado	2,074,654		06/24/97
Burrito Ultimo	2,161,073		05/26/98
Baja Ensalada	2,106,453		10/21/97

<b>Service Mark</b>	<b>Registration or Serial Number</b>	<b>Filing Date</b>	<b>Registration Date</b>
Baja Fresh (Stylized)	1,716,822		09/15/92
Baja Fresh Food Cannot Be Made at Microwave Speed	1,746,589		01/12/93
Baja Fresh	75-415,513	01/08/98	
Baja Fresh Express	75-385,352	11/05/97	
A Taste So Fresh It's In Our Name	75-397,046	11/28/97	
No Microwaves, No Can Openers, No Freezers, No Lard, No M.S.G.	75-422,039	01/23/98	

**ITEM B. Trademark Licenses.**

**None**

**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of November 24, 1998, between **FRESH ENTERPRISES, INC.**, a California corporation ("**Company**"), and **IMPERIAL BANK**, a California banking corporation ("**Bank**").

**RECITALS**

Pursuant to the Credit Agreement, dated as of November 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Credit Agreement**"), among the Company, the Company's Subsidiaries from time to time party thereto, and Imperial Bank ("**Bank**"), the Bank has extended a commitment to make Loans to the Company.

The Company has executed and delivered to the Bank the Security Agreement, dated as of November 24, 1998 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Security Agreement**"), among the Company, certain Subsidiaries of the Company, and the Bank, pursuant to which the Company has granted to the Bank, for the benefit of the Bank, security interests in the personal Property of the Company in order to secure the payment and performance of all of the Obligations of the Company and the other Principal Companies.

Pursuant to the Security Agreement, the Company is required to execute and deliver to the Bank a supplemental security agreement with respect to certain registered trademarks and service marks, certain trademark and service mark registration applications and certain related Property of the Company, and such supplemental security agreement is required to be in or substantially in the form hereof.

Accordingly, the parties hereto agree as follow:

**SECTION 1. Defined Terms.** The following terms, when used in this Agreement, including the introductory paragraph and Recitals hereto, shall, except where the context otherwise requires, have the following meanings:

"**Agreement**" means this Trademark Security Agreement.

"**Bank**" is defined in the introductory paragraph hereto.

**"Company"** is defined in the introductory paragraph hereto.

**"Credit Agreement"** is defined in the first paragraph of the Recitals hereto.

**"Security Agreement"** is defined in the second paragraph of the Recitals hereto.

**"Trademark Collateral"** is defined in Section 2.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the introductory paragraph and Recitals hereto, have the meanings given to such terms in the Credit Agreement.

**SECTION 2. Grant of Security Interest.** The Company hereby pledges and assigns to the Bank and hereby grants to the Bank, for the benefit of the Bank, continuing security interests in all of the Company's rights, title and interests in and to all of the following Property, whether currently existing or hereafter arising or acquired (all of such Property being collectively called the **"Trademark Collateral"**):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items hereinbefore identified and described in this clause (a) being collectively called **"Trademarks"**), all registrations and recordings thereof, and in connection therewith, all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof, including those referred to in Item A of Attachment 1;

(b) all Trademark licenses and other agreements providing the Company with rights to use Trademarks, including each Trademark license referred to in Item B of Attachment 1;

(c) all reissues, extensions or renewals of any of the items described in the foregoing clauses (a) and (b);

(d) all of the goodwill of the business of the Company connected with the use of, and symbolized by the items described in, clauses (a), (b) and (c); and

(e) all royalties from and all proceeds of, and all rights associated with, the foregoing, including any and all claims by the Company (and rights to sue thereunder) against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, Trademark license or trade name referred to in Item A or Item B of Attachment 1, or for any injury to the goodwill associated with any Trademark, Trademark registration, Trademark license or trade name.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered to the Bank by the Company for the purpose of registering the grant of the security interests of the Bank in certain Trademark Collateral with the United States Patent and Trademark Office. The security interests granted pursuant hereto are granted as a supplement to, and not in limitation of, the security interests granted to the Bank, for the benefit of the Bank, under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Liens.** As provided by Section 11.5(b) of the Credit Agreement, at such time as the Commitment shall have terminated and the Obligations shall have been paid in full, the Bank shall, in accordance and in compliance with Section 11.5(b) of the Credit Agreement, at the Company's expense, execute and deliver to the Company all such Instruments and other documents as may be necessary or as may be reasonably requested by the Company to release Liens on the Trademark Collateral which have been granted pursuant hereto and pursuant to the Security Agreement.

**SECTION 5. Acknowledgment.** The Company does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the Liens on the Trademark Collateral granted pursuant hereto are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6. Collateral Document, etc.** This Agreement is a Collateral Document and a Loan Document executed and delivered to the Bank pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

**SECTION 7. Counterparts.** This Agreement may be executed by the parties hereto 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.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

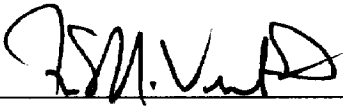


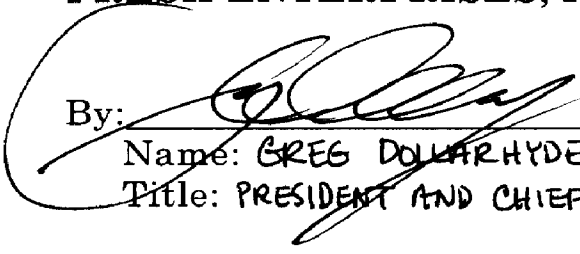
IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and in the year first above written.

[SEAL]

The Company:


FRESH ENTERPRISES, INC.

Attest: 

By:   
Name: GREG DOLLARHYDE  
Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER

The Bank:

IMPERIAL BANK

By:   
Name: David J. Gaudin  
Title: First Vice President

State of California

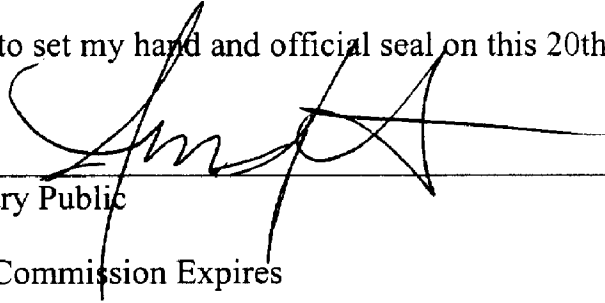
)  
) ss.

County of Los Angeles

)

Personally appeared before me, J. M. JOHNSTON, a Notary Public in and for said county, GREGORY GENE DOLLARHYDE of FRESH ENTERPRISES, INC., that being duly authorized he did sign and seal the said TRADEMARK SECURITY AGREEMENT as such officer of and on behalf of such corporation and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20th day of November, 1998.



Notary Public

My Commission Expires

JANUARY 15, 2001



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BUSDOCS:677534.3

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**TRADEMARK  
REEL: 1823 FRAME: 0979**

**ITEM B. Trademark Licenses.**

**None**