

01-07-1999



Patents 1-5-99 To the Honorable
 Trademarks Please record the

100937010

<p>1 Name of Party(ies) conveying an interest:</p> <p>Fresh Choice, Inc. 2901 Tasman Drive, Suite 109 Santa Clara, California 95054</p>	<p>2. Name and Address of Party(ies) receiving an interest:</p> <p>Name: <u>FINOVA Capital Corporation</u> Internal Address: <u>Attention: Loan Administration Manager</u> Street Address: <u>355 South Grand Avenue, Suite 2400</u> City: <u>Los Angeles</u> State: <u>California</u> Zip: <u>90071</u></p>
<p>Entity:</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other</p>	<p>Entity:</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other Citizenship _____</p> <p>If not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3 Interest Conveyed:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Association <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other</p> <p>Execution Date: <u>As of December 29, 1998</u></p>	
<p>4 Application number(s), patent numbers, or registration number(s). Additional sheet attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><u>1,684,046; 1,610,861; 1,745,327; 1,562,755; 75/299,086; 75/221,083</u></p>	
<p>5 Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: _____ Inter: <u>RETURN TO:</u> Street: <u>FEDERAL RESEARCH COM</u> City: _____ State: <u>400 SEVENTH STREET NW</u> <u>SUITE 101</u> <u>WASHINGTON DC 20012</u></p> <p>01/07/1999 DMGUYEN 00000025 1684046</p>	<p>6. Number of applications, patents, or registrations involved: <u>6</u></p> <p>7. Amount of fee enclosed or authorized to be charged: <u>\$165.00 Filing Fee</u></p> <p>8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):</p>
<p>01 FC:481 40.00 OP 02 FC:482 125.00 OP</p> <p style="text-align: center;">DO NOT USE THIS SPACE</p> <p style="text-align: right; font-size: 2em;">E</p>	
<p>9. Date of execution of attached document <u>As of December 29, 1998</u></p> <p>10. 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 documents.</p> <p style="text-align: center;"><u>December 31, 1998</u> Date</p> <p><u>[Signature]</u> _____ Signature</p> <p style="text-align: right;">_____ Name of Person Signing</p> <p style="text-align: right; font-size: 0.8em;">RECEIVED JAN - 5 PM 2:50 CORPORATE BRANCH</p>	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 27, 1998, is executed by FRESH CHOICE, INC., a Delaware corporation ("Borrower"), in favor of FINOVA CAPITAL CORPORATION ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") among Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

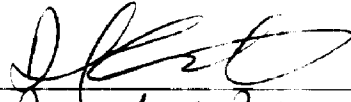
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

FINOVA CAPITAL CORPORATION
355 South Grand Avenue, Suite 2400
Los Angeles, CA 90071
Attn: Manager
Telephone No.: (213) 253-1600
Telecopier No.: (213) 625-3501

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed
as of the day and year first above written.

FRESH CHOICE, INC.

By: 
Name: David E Porti
Title: SR Vice President - CFO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

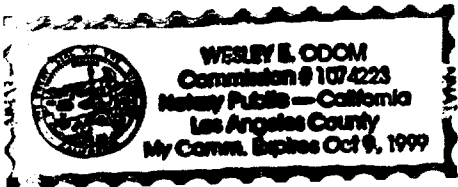
State of California

County of Los Angeles

On December 17, 1998 before me, Wesley E. Odom, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David E. Perti
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing:

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	
Say Hello to Freshness	<u>California</u>	<u>1/17/90</u>	<u>035957</u>	
Zoopa	<u>Canada</u>	<u>9/23/94</u>	<u>TMA433555</u>	
Fresh Choice and Design	<u>United States</u>	<u>4/21/92</u>	<u>1684046</u>	(1)
Fresh Choice	<u>United States</u>	<u>8/21/90</u>	<u>1610861</u>	(2)
The Ultimate Soup and Salad Bar	<u>United States</u>	<u>1/5/93</u>	<u>1745327</u>	(3)
Zoopa	<u>United States</u>	<u>10/24/89</u>	<u>1562755</u>	(4)

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>App. Date</u>	<u>App. No.</u>
Fresh Choice Masters Club	<u>United States</u>	<u>5/28/97</u>	<u>75/299086</u>
Miscellaneous Design (Fresh Choice Logo)	<u>United States</u>	<u>2/3/97</u>	<u>75/221083</u>

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RECORDED: 01/05/1999

TRADEMARK
REEL: 1836 FRAME: 0853