

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Souper Salad, Inc.		01/15/2003	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	PB Capital Corporation
Street Address:	590 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Serial Number:	76328051	SOUPER FRESH
Registration Number:	2112007	SOUPER SALAD
Registration Number:	2772192	SOUPER SALAD THE FRESH PLACE TO BE
Registration Number:	1247369	SOUPER SALADS
Registration Number:	2678889	THE FRESH PLACE TO BE
Registration Number:	2213022	YOU'VE NEVER HAD IT SO FRESH

CORRESPONDENCE DATA	
Fax Number:	(212)682-0200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-880-6281
Email:	sanger@torys.com
Correspondent Name:	Torys LLP
Address Line 1:	237 Park Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	22625/0022 TM SECU AGT
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CH \$165.00 76328051

NAME OF SUBMITTER:

Sophie B. Anger

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 15, 2003 is between SOUPER SALAD, INC., a Texas corporation (herein referred to as "Grantor") in favor of PB CAPITAL CORPORATION, a Delaware corporation, formerly known as BHF (USA) Capital Corporation, in its capacity as Agent under the Credit Agreement defined below (together with its successors and assigns, "PB" or "Grantee").

WHEREAS, Grantor owns the Trademark Collateral (as hereinafter defined) listed on Schedules I, II and III annexed hereto;

WHEREAS Grantor entered into that certain Credit Agreement dated as of August 14, 1995 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement") by and among Grantee, as Borrower and PB, FLEET NATIONAL BANK ("Fleet") (formerly known as BankBoston N.A.) and COMERICA BANK-CALIFORNIA, ("Comerica") as successor in interest to Imperial Bank and the lenders that are signatories thereto (the "Lenders") and Grantee, as administrative agent;

WHEREAS Grantor entered into those certain Security Documents as defined in the Credit Agreement;

WHEREAS, Grantor, Grantee and the Lenders are parties to that certain Forbearance Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Forbearance Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement, the Security Documents, and the Forbearance Agreement, Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof, to secure the payment of all amounts owing under the Forbearance Agreement and all Payment Obligations owing under the Credit Documents as defined in the Credit Agreement (collectively, "Obligations");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. Defined Terms.

Unless otherwise defined herein, capitalized terms which are defined in the (i) Forbearance Agreement and (ii) the Credit Agreement and used herein, shall have the meanings given to them in the Forbearance Agreement and Credit Agreement, respectively.

2. Grant of Security Interest.

To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) to Grantee of the Obligations, Grantor hereby grants, transfers, collaterally assigns and sets over to Grantee, for the benefit of the Lenders, a fully perfected, first priority, continuing security interest in, assignment of, general lien on and right of set-off of, all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark, trade name, corporate name, company name, business name, fictitious business name, trade style, logo and other source of business identifiers, all print or labels on which any of the foregoing appear, and all designs and general intangibles of a like nature, and the goodwill associated therewith or symbolized thereby, and all other assets, rights and interests that uniquely embody such goodwill, now held or hereafter adopted or acquired by Grantor, including any registration or application for registration or recordings thereof, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, and all extensions or renewals thereof (including without limitation each trademark, trade name, trade dress, registration and application identified in Schedule I attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark (collectively, the "Marks");
- (ii) All agreements, written or oral providing for the grant by or to any Grantor of any right to use any Trademark (including without limitation the licenses listed on Schedule II attached hereto and incorporated herein by reference), and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Trademark Licenses");

- (iii) All of Grantor's rights, title, interest, privileges and benefits nor or hereafter existing in and to any domain names and registrations (including without limitation the domain names and registrations listed on Schedule III attached hereto and incorporated herein by reference) now or hereafter now or hereafter owned by such Grantor (the "Domain Names"), together with the goodwill associated therewith, and all rights to damages and profits, due or accrued, arising out of past infringement of any of the Domain Names, and the right to sue for and recover the same; and
- (iv) all proceeds and products of any and all of the foregoing Trademark Collateral.


This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Documents and the Forbearance Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Documents and Forbearance Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Subject to the terms and provisions of the following paragraph, on the Termination Date (as defined below), this Agreement shall terminate (provided that any indemnities set forth herein shall survive any such termination) and Grantee, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments releasing the Lien or the Trademark Collateral and acknowledging the satisfaction and termination of this Agreement as provided above, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty) such of the Trademark Collateral as may be in the possession of Grantee and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with all cash in respect of the Trademark Collateral at the time held by Grantee hereunder. As used in this Agreement, "Termination Date" shall mean the date upon which no Obligation under the Forbearance Agreement or the Credit Agreement is outstanding and all other Obligations have been paid in full (other than arising from indemnities for which no request has been made) and the Credit Agreement has been terminated.

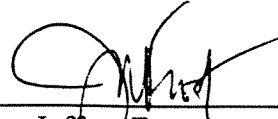
This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

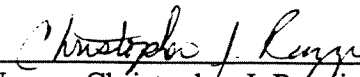
IN WITNESS WHEREOF, the parties have duly executed this Trademark Security Agreement on the day and year first written above.

SOUPER SALAD, INC., as Grantor

By:   
Name:  
Title:

PB CAPITAL CORPORATION, as Grantee

By:   
Name: Jeffrey Frost  
Title: Managing Director

By:   
Name: Christopher J. Ruzzi  
Title: Vice President

Trademarks

<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
SOUPER FRESH United States	(Allowed)
SOUPER FRESH MARKET United States	(Allowed)
SOUPER SALAD Australia	787028
Canada	TMA540,408
European Union	1091800
Japan	4396684
New Zealand	305824
SOUPER SALAD (BLOCK LETTER FORM) United States	2,112,007
SOUPER SALAD THE FRESH PLACE TO BE United States	(Allowed)
SOUPER SALADS Texas	39750
SOUPER SALADS PLUS DESIGN United States	1,247,369
THE FRESH PLACE TO BE United States	(Published)
YOU'VE NEVER HAD IT SO FRESH United States	2,213,022

**Trademark Licenses**

None.



**Domain Names**

None.