

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Souper Salad, Inc.		06/06/2005	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Summitbridge National Investments LLC
Street Address:	1700 Lincoln Street, Suite 2150
Internal Address:	c/o Summit Investment Management LLC
City:	Denver
State/Country:	COLORADO
Postal Code:	80203
Entity Type:	Limited Liability Company in its capacity as Administrative Agent: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2914792	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
Serial Number:	76329527	SOUPER FRESH MARKET
Serial Number:	78483292	EATING BETTER JUST GOT MORE AFFORDABLE
Serial Number:	78455459	EATING HEALTHY JUST GOT MORE AFFORDABLE

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 2914792

Phone: 617-526-9600
Email: cchung@proskauer.com
Correspondent Name: Christopher H Chung/Proskauer Rose
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Christopher H Chung
Signature:	/Christopher H. Chung/
Date:	06/27/2005

Total Attachments: 19

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of June 6, 2005 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), among **SOUPER SALAD, INC.**, a corporation organized under the laws of Texas (the "Borrower" hereinafter known as the "Grantor"), and **SUMMITBRIDGE NATIONAL INVESTMENTS LLC**, a limited liability company organized under the laws of Delaware in its capacity as Administrative Agent (the "Administrative Agent"), named in that certain Debtor-In-Possession Credit Agreement, dated as of the date hereof, among the Borrower, the Post-Petition Lenders therein, and the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Administrative Agent and Post-Petition Lenders have agreed to make Extensions of Credit to the Grantor upon the terms and conditions set forth therein; and, upon the terms and subject to the conditions set forth herein;

WHEREAS, it is a condition to the obligation of the Administrative Agent and Post-Petition Lenders to make Extensions of Credit to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Capitalized terms used herein and not otherwise defined shall have the meanings assigned by the Credit Agreement.

1.2 Any term used in the Uniform Commercial Code ("UCC") and not defined in this Agreement has the meaning given to the term in the New York UCC.

ARTICLE 2. GRANT OF SECURITY INTEREST

As security for the Grantor's repayment of the Post-Petition Obligations under the Credit Agreement and under the Post-Petition Financing Documents the Grantor will provide to the Administrative Agent, for itself and the benefit of the Post-Petition Lenders, the following (each as more fully described herein):

- (i) pursuant to section 364(c)(1) of the Bankruptcy Code, subject only to the Carve-Out, an administrative expense claim with priority over any and all administrative expenses of the kind specified in sections 105, 326, 328, 364(c)(1), 503(b), 507(a), 507(b) and 762 of the Bankruptcy Code or otherwise; provided, however, that solely with respect to proceeds of Avoidance Actions, such claim shall be *pari passu* with other allowed administrative expenses in the Case;

(ii) subject only to the Carve-Out, pursuant to section 364(c)(2) of the Bankruptcy Code, the Administrative Agent is granted a perfected first priority Lien upon all Unencumbered Collateral (other than Avoidance Actions);

(iii) subject only to the Carve-Out, pursuant to section 364(c)(3) of the Bankruptcy Code, the Administrative Agent is granted a perfected junior Lien upon all Encumbered Collateral (other than Avoidance Actions);

(iv) subject only to the Carve-Out and to the Permitted Liens (other than the Pre-Petition Liens), pursuant to section 364(d)(1) of the Bankruptcy Code, the Administrative Agent is granted fully perfected first priority priming security interest, senior to any and all liens or interests of the Pre-Petition Lenders and any other party, in all encumbered and unencumbered Property of the Grantor (other than Avoidance Actions) including without limitation, all: (1) Accounts; (2) Chattel Paper; (3) Commercial Tort Claims; (4) Deposit Accounts and cash and other monies and property of Debtor in the possession of the Administrative Agent and any Post-Petition Lender; (5) Documents; (6) Equipment; (7) Fixtures; (8) General Intangibles (including without limitation the Trademarks as defined below); (9) Goods; (10) Instruments; (11) Inventory; (12) Investment Property; (13) Letter-of-Credit Rights and Supporting Obligations; and (14) other personal property whether or not subject to the UCC together with all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information otherwise necessary or helpful in the collection thereof or realization thereon and Proceeds and products of the property described above (including all Cash Collateral) (All property described in this paragraph (iv), together with the Unencumbered Collateral and Encumbered Collateral shall collectively be referred to as the "Collateral"); and

(v) notwithstanding anything to the contrary contained herein, the Liens granted to the Administrative Agent for the benefit of the Post-Petition Lenders herein shall not extend to property or assets in which granting of a lien is prohibited under applicable law (but solely to the extent such applicable law is not superseded by the Bankruptcy Code); provided, however, that notwithstanding the foregoing, the Administrative Agent's Liens shall in all cases and circumstances extend to the proceeds, products, rents, cash and profits of any such property or assets; provided, further, however, the Administrative Agents' Liens shall extend to any such property or assets in which granting of a lien is prohibited, automatically upon the expiration of such prohibition, whereupon such property or assets shall be deemed Collateral or Cash Collateral, as the case may be, for the benefit of the Post-Petition Lenders.

ARTICLE 3.
PERFECTION OF SECURITY INTERESTS

3.1 Filing of Financing Statements.

Grantor authorizes the Administrative Agent to file a financing statement (the "Financing Statement") describing the Collateral.

3.2 Possession. Grantor shall have possession of the Collateral owned by it, except where otherwise provided in this Agreement or the Credit Agreement, or where the Administrative Agent chooses to perfect its security interest by possession in addition to the filing of a financing statement.

3.3 Control. Grantor will cooperate with the Administrative Agent in obtaining control with respect to Collateral consisting of:

- (a) Deposit Accounts;
- (b) Investment Property;
- (c) Letter-of Credit Rights; and
- (d) Electronic Chattel Paper.

3.4 Marking of Chattel Paper. Grantor will not create any Chattel Paper without placing a legend on the Chattel Paper acceptable to the Administrative Agent indicating that the Administrative Agent has a security interest in the Chattel Paper.

3.5 Trademarks.

Grantor authorizes the Administrative Agent to file this Agreement to perfect its security interest in the trademarks and trademarks applications set forth in **Schedule 3.5**, together with the goodwill associated with the business symbolized by the trademarks and trademark applications (the "Trademarks").

ARTICLE 4.
POST-CLOSING COVENANTS AND RIGHTS CONCERNING THE COLLATERAL

4.1 Inspection. Subject to the provisions of Section 5.05 of the Credit Agreement, the parties to this Agreement may inspect any Collateral in the other party's possession.

4.2 Personal Property. The Collateral (except for real property) shall remain personal property at all times. Grantor shall not affix any of the Collateral to any real property in any manner which would change its nature from that of personal property to real property or to a Fixture.

4.3 Collection Rights. After the occurrence of an Event of Default and subject to any notice required under the Credit Agreement, the Administrative Agent shall have the right at any time to enforce Grantor's rights against the Account Debtors and obligors.

4.4 Limitations on Obligations Concerning Maintenance of Collateral.

(a) *Risk of Loss.* Grantor has the risk of loss of the Collateral.

(b) *No Collection Obligation.* The Administrative Agent has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

4.5 No Disposition of Collateral. The Administrative Agent (together with the Post-Petition Lenders) does not authorize the Grantor to, and Grantor agrees not to:

(a) make any sales, leases, assignments, transfers or other disposition of any of the Collateral, except in the ordinary course of its business or as otherwise permitted under the Credit Agreement;

(b) license any of the Collateral, except as otherwise permitted under the Credit Agreement; or

(c) grant any other security interest (other than Permitted Liens) in any of the Collateral.

4.6 Further Assurances. At any time and from time to time, at the reasonable request of the Administrative Agent, Grantor shall, at its own cost and expense, execute and deliver to the Administrative Agent such agreements, instruments, certificates and other documents, and take such other actions, as may be necessary or desirable, in the reasonable opinion of the Administrative Agent, to further evidence, effect or perfect, or preserve the grant, perfection or priority of, the Liens created by this Agreement, or to otherwise effectuate the purposes of this Agreement. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, the Grantor hereby irrevocably appoints the Administrative Agent as the Grantor's attorney-in-fact to do all reasonable acts and things in the Grantor's name that the Administrative Agent may deem reasonably necessary or desirable to exercise its remedies herein and in the Post-Petition Financing Documents. This power of attorney is coupled with an interest with full power of substitution and is irrevocable. The Administrative Agent is authorized to file financing statements, continuation statements and other documents under the Uniform Commercial Code relating to the Collateral without the Grantor's signature naming the Grantor as debtor and the Administrative Agent as secured party. The Administrative Agent is authorized to file agreements, instruments, notices, and other documents as may be necessary relating to the Trademarks.

4.7 Reports. Grantor shall report, in form and substance reasonably satisfactory to the Administrative Agent, such information as the Administrative Agent may reasonably request from time to time regarding the Collateral.

4.8 [Intentionally omitted.]

4.9 Delivery and Marking of Certain Collateral. Grantor shall, upon the request of the Administrative Agent, (a) deliver and pledge to the Administrative Agent, duly endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Administrative Agent may reasonably request, any and all instruments, documents, securities and Chattel Paper which are included in the Collateral and (b) keep and stamp or otherwise mark any and all documents and Chattel Paper, and its individual books and records relating to the Collateral to evidence this Agreement and the Liens granted hereby.

4.10 Maintenance of Records. Grantor shall keep and maintain reasonably satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to its Accounts.

4.11 Notices. Grantor shall advise the Administrative Agent promptly, in reasonable detail, at its address set forth in Section 9.05 the Credit Agreement, of any Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral.

4.12 Limitations on Discounts, Compromises, Extensions of Accounts. Grantor shall not grant any extension of the time of payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partially, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon except in the ordinary course of business.

4.13 Limitations on Modifications, Waivers, Extensions of Contracts and Agreements Giving Rise to Accounts. Other than in the ordinary course of business, Grantor shall not (a) amend, modify, terminate or waive any provision of any contract or any agreement giving rise to an Account in any manner which would reasonably be expected to materially adversely affect the value of such contract or Account as Collateral without the Administrative Agent's prior written consent or (b) fail to exercise promptly and diligently each and every material right which it may have under each contract and each agreement giving rise to an Account (other than any right of termination).

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF GRANTORS

Grantor hereby represents and warrants to, and covenants and agrees with the Administrative Agent that:

5.1 Title; No Other Liens. Except for the Pre-Petition Liens granted to the Pre-Petition Agent and the Pre-Petition Lenders, and valid, perfected, enforceable and non-avoidable pre-petition liens of third parties described on Schedule 1.01B of the Credit Agreement, this Agreement and the Permitted Liens, Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Pre-Petition Agent and the Pre-Petition Lenders pursuant to the Pre-Petition Credit Agreement or this Agreement or as may be expressly permitted pursuant to the Post-Petition Credit Agreement.

5.2 Perfected First Priority Liens. The Liens granted pursuant to this Agreement constitute perfected Liens on the Collateral in favor of the Administrative Agent, for itself and the benefit of the Post-Petition Lenders, which have the priority described under Article 2 hereunder.

5.3 Accounts; General Intangibles. As of the date hereof, no amount payable to any Grantor under or in connection with any Account is evidenced by any instrument or Chattel Paper that has not been delivered to the Administrative Agent.

5.4 [Intentionally omitted.]

5.5 Locations of Office and Collateral Change of Locations and Names. The (a) states, including the addresses of each location where any of the Collateral (including without limitation Equipment and Inventory) is or may hereafter be located (each a "Collateral State"), and (b) state in which the chief executive office of Grantor is located ("Chief Executive Office State") are set forth on **Schedule 5.5**. Grantor shall not change (x) its name, identity or corporate structure or (y) the state of incorporation, unless (i) Grantor shall have given the Administrative Agent at least ten (10) days' prior written notice, (ii) if necessary and if requested by the Administrative Agent during such 10-day notice period, Grantor shall have executed and delivered such financing statements and other agreements, instruments, certificates and other documents, and taken such other actions, as may be necessary or desirable, in the opinion of the Administrative Agent, to perfect or preserve the Liens created by this Agreement, and (iii) such change will not, assuming the actions listed in clause (ii) are taken, impair in any respect the grant, perfection or priority of the Liens created by this Agreement in connection with the Financing Orders.

5.6 Trademarks. **Schedule 3.5** hereto includes all Trademarks owned by the Grantor in its own name as of the date hereof. Each Trademark that is material to the Debtor's business is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in such Schedule, none of such Trademarks is the subject of any licensing or franchise agreement. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Trademark. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Trademark, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Trademark.

ARTICLE 6. EVENTS OF DEFAULT

The occurrence of any Event of Default (as defined in the Credit Agreement) by the Grantor under the Credit Agreement.

ARTICLE 7. RIGHTS AND REMEDIES UPON DEFAULT

Upon the occurrence of any Event of Default, the Administrative Agent may (i) terminate immediately the Commitments and (ii) permit the Grantor to continue to use Cash Collateral pursuant to the Budget and, as applicable, the Interim Order or Final Order, for a period of not more than five (5) days solely in order to pay essential expenses of the Grantor's businesses

incurred in the ordinary course thereof, to the extent such expenses are actually incurred and/or payable in such five (5) day period and may take any of the following actions:

(a) terminate the Grantor's right to use Cash Collateral (as defined in the Financing Orders);

(b) declare the Loans then outstanding to be forthwith due and payable, whereupon the principal of the Loans together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Grantor accrued hereunder and under any other Post-Petition Financing Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Grantor, anything contained herein or in any other Post-Petition Financing Document to the contrary notwithstanding, and, further the Borrower shall immediately turn over and/or deliver title to or possession of all Cash Collateral (as defined in the Interim Order), Post-Petition Collateral and Pre-Petition Collateral to the Post-Petition Lender;

(c) instruct the obligor or obligors on any agreements, instrument or other obligation constituting the Collateral to make any payment required by the terms of such instrument or agreement directly to the Concentration Account or the L/C Cash Collateral Account;

(d) withdraw all monies, securities and instruments in the Concentration Account or the L/C Cash Collateral Account for application in accordance with Section 2.10(e) of the Credit Agreement;

(e) exercise any and all rights and remedies of the type available under the Pre-Petition Credit Agreement;

(f) foreclose upon and sell all or a portion of the Collateral;

(g) appoint a receiver under applicable non-bankruptcy law without further order or application to the Bankruptcy Court and as the Administrative Agent in its discretion may elect and the automatic stay shall be deemed modified and vacated to the extent necessary to permit such actions;

(h) make application for the appointment of a chapter 11 trustee to liquidate the Collateral;

(i) take any other action to exercise any and all other rights and remedies (including, without limitation, with respect to Liens in favor of the Administrative Agent) under this Agreement, the other Post-Petition Financing Documents, and under applicable law available to the Administrative Agent (or Post-Petition Lenders); and

(j) any other remedy set forth in the Financing Orders.

Except as otherwise provided by applicable law or governing authority, the actions described above may be taken without further order of or application of the Bankruptcy Court as

the Administrative Agent shall, in its discretion, elect, and the automatic stay is hereby deemed modified and vacated to the extent necessary to permit such actions.

Nothing contained herein shall impose any limitation on the right of the Administrative Agent to request the Bankruptcy Court to grant such remedies deemed appropriate, including but not limited to the appointment of a trustee or examiner in a chapter 11 Case. In no event shall the Administrative Agent (or the Post-Petition Lenders) be subject to the equitable doctrine of marshalling or any other similar doctrine with respect to any of the Collateral or otherwise.

7.2 Remedies Cumulative.

All remedies set forth in this Agreement and the other Post-Petition Financing Documents, or provided at law or in equity, are cumulative.

7.3 Application of Proceeds.

All monies received by the Administrative Agent or other Post-Petition Lender from the exercise of remedies hereunder or under any other Post-Petition Financing Documents or under any applicable law, shall, unless otherwise required by the terms of the Post-Petition Financing Documents or by applicable law, be applied as described in Section 2.10(e) of the Credit Agreement.

7.4 Waiver of Bond.

In connection with the foregoing remedies, the Grantor and the Administrative Agent hereby waive the posting of any bond which might otherwise be required.

7.5 Waiver of Claims.

To the extent permitted by applicable Law, Grantor waives all claims, damages and demands that it may acquire against the Administrative Agent arising out of the exercise by it of any rights hereunder, except to the extent such claims, damages and demands arise from the gross negligence or willful misconduct of the Administrative Agent. The Administrative Agent may exercise all rights and remedies contained in this Agreement, in other Post-Petition Financing Documents, or provided at law or in equity or otherwise, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by Law and/or expressly provided herein or under the Credit Agreement or the Financing Orders) to or upon Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived).

7.6 Rights of Administrative Agent: Limitations on Administrative Agent's Obligations.

(a) *Grantors Remain Liable under Accounts and Contracts.* Anything herein to the contrary notwithstanding, nothing herein shall relieve Grantor of any obligations under any of its contracts or agreements giving rise to any Accounts, or any obligation to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of such contracts or agreements giving rise to any Account. The

Administrative Agent shall not have any obligation or liability under any contract or any agreement giving rise to any Account by reason of or arising out of this Agreement or the receipt by the Administrative Agent of any payment relating to such contract, agreement, or Account pursuant hereto, nor shall the Administrative Agent be obligated in any manner to perform any of the obligations of the Grantor under or pursuant to any contract or any agreement giving rise to any Account, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any contract or any agreement giving rise to any Account, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) *Notice to Contracting Parties.* The Administrative Agent may in its own name or in the name of others communicate with Account Debtors or parties to the contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or contracts.

Subject to any notice required under the Credit Agreement, the Administrative Agent may at any time if an Event of Default shall occur, notify Account Debtors of Grantor that the Accounts have been assigned to the Administrative Agent and that payments shall be made directly to the Administrative Agent, and shall concurrently inform Grantor that such notice has been given, provided, however, the failure of the Administrative Agent to so inform Grantor shall have no effect on the rights of the Administrative Agent hereunder. Subject to any notice required under the Credit Agreement, if an Event of Default shall occur, upon the request of the Administrative Agent at any time, Grantor shall so notify such Account Debtors.

ARTICLE 8. EXPENSES

Subject to the Financing Orders, Grantor shall be liable to the Administrative Agent (and Post-Petition Lenders pursuant to the Credit Agreement) for all its reasonable costs and expenses (including, without limitation, all reasonable fees and disbursements of counsel to the Administrative Agent (and Post-Petition Lenders pursuant to the Credit Agreement) which may arise under, out of, or in connection with, this Agreement, the Notes, any other Post-Petition Financing Document and any other document made, delivered or given in connection therewith or herewith, whether on account of principal, interest, guaranties, reimbursement obligations, fees, indemnities, costs, expenses or otherwise; and any and all reasonable sums, costs and expenses which the Administrative Agent (and Post-Petition Lenders pursuant to the Credit Agreement) may pay or incur pursuant to the provisions of this Agreement or in defending, protecting or enforcing the Liens granted herein or otherwise in connection with the provisions hereof; in each case including without limitation (x) all search, filing and recording fees and expenses, (y) all fees and expenses for the service and filing of papers, fees of marshals, sheriffs, custodians, auctioneers and others, travel expenses, court costs and collection charges, and (z) all fees and expenses, appraisal fees, taxes, levies and reasonable attorneys' and accountants' fees and expenses (i) in any suit, proceeding or action brought by the Administrative Agent under any Account or contract for any sum owing thereunder, or to enforce any provisions of any Account or contract, by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the Account debtor or obligor thereunder, or otherwise, (ii) in connection with the repossession, holding, preparation for sale and sale of the Collateral, (iii) with respect to, or

resulting from any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, or (iv) with respect to, or resulting from, any delay in complying with any requirement of Law applicable to any of the Collateral; and all such liabilities shall be part of the Post-Petition Obligations.

ARTICLE 9.
MISCELLANEOUS

9.1 [Intentionally omitted.]

9.2 Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

9.3 Limitation on Duties Regarding Preservation of Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under the UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar Property for its own account. Neither the Administrative Agent, nor any of its respective directors, officers, employees, shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Grantor or otherwise.

9.4 Payment of Dollars. Grantor shall make any payment required to be made hereunder in lawful money of the United States of America and in immediately available funds to the Administrative Agent.

9.5 [Intentionally Omitted.]

9.6 Amendments and Waivers; Remedies Cumulative. Except as otherwise expressly provided in this Agreement and subject to the terms of the Credit Agreement, any provision of this Agreement may be amended or modified only by an instrument in writing signed by the Grantor and the Administrative Agent. No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any other right.

All remedies set forth in this Agreement and the other Post-Petition Financing Documents, or provided at law or in equity, are cumulative.

9.7 Survival. The obligations of the Grantor under Article 8 shall survive the termination of this Agreement.

9.8 Assignment; Participations. This Agreement shall be binding upon, and shall inure to the benefit of, the Grantor and the Administrative Agent (and Post-Petition Lenders, as applicable) and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent (and any such assignment or transfer without such consent shall be null and void). Without limiting the generality of the foregoing, the Administrative Agent (or any

Post-Petition Lender) may assign or transfer all or any portion of its rights and obligations under any Post-Petition Financing Document, under the terms of this Agreement to the extent provided in and subject to the terms of the Credit Agreement, to any other Person, and such other Person shall thereupon become vested with all of the rights and obligations in respect thereof granted to the Administrative Agent (or any Post-Petition Lender) herein or otherwise.

Without limiting the generality of the foregoing, the Grantor hereby acknowledges that the Administrative Agent (or any Post-Petition Lender) may sell, grant or assign participation interest(s) in the Notes and in the Administrative Agent's (or any Post-Petition Lender's) rights and obligations in respect of the Post-Petition Financing Documents, including, without limitation, this Agreement, on the terms and conditions set forth in the Credit Agreement. In the event that the Administrative Agent (or any Post-Petition Lender) shall sell, grant or assign such participation interest(s), (a) the Administrative Agent (or any Post-Petition Lender) may, in its sole discretion, disclose financial and other information to prospective participant(s) with respect to the Grantor; provided that the Administrative Agent (or any Post-Petition Lender) shall require any such prospective participant(s) to agree in writing to maintain the confidentiality of such information, except as required by applicable laws or Governmental Authorities, (b) the Grantor shall cooperate with the Administrative Agent (or any Post-Petition Lender) in connection with any such participation and shall execute any and all documents which may be necessary or desirable, in the Administrative Agent's (or any Post-Petition Lender's) or such participant's judgment, to effectuate any such participation(s), and (c) each representation and agreement made by the Grantor in this Agreement and the other Post-Petition Financing Documents shall run to the benefit of such participant(s).

9.9 Notices. All notices, requests and demands to or upon the Grantor or the Administrative Agent shall be given in accordance with Section 9.05 of the Credit Agreement to the address set forth therein.

9.10 [Intentionally Omitted.]

9.11 JURISDICTION; IMMUNITIES.

SUBJECT TO THE JURISDICTION OF THE UNITED STATES BANKRUPTCY COURT OF THE DISTRICT OF ARIZONA DURING THE PENDENCY OF THE CASE, GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION THEREOF OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE NOTES OR ANY OTHER POST-PETITION FINANCING DOCUMENT, AND GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED THEREIN.

GRANTOR AND THE ADMINISTRATIVE AGENT (BY ACCEPTANCE OF THE NOTES) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY, AND GRANTOR WAIVES THE RIGHT TO INTERPOSE ANY NON-COMPULSORY COUNTERCLAIM, IN EACH CASE IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTES AND/OR ANY OTHER POST-PETITION

FINANCING DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE ADMINISTRATIVE AGENT RELATING TO THE ADMINISTRATION OF THE LOANS OR ENFORCEMENT OF THE POST-PETITION FINANCING DOCUMENTS AND AGREE THAT NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, GRANTOR HEREBY WAIVES ANY RIGHT EACH MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE ADMINISTRATIVE AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE ADMINISTRATIVE AGENT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT TO ENTER INTO THIS AGREEMENT, ACCEPT THE NOTES AND MAKE THE EXTENSIONS OF CREDIT.

Nothing in this Section shall affect the right of the Administrative Agent to serve legal process in any other manner permitted by law or affect the right of the Administrative Agent to bring any action or proceeding against Grantor or its Property in the courts of any other jurisdictions.

To the extent that Grantor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its Property, Grantor hereby irrevocably waives such immunity in respect of its obligations under this Agreement and the other Post-Petition Financing Documents.

9.12 Headings. The headings and captions hereunder are for convenience only and shall not affect the interpretation or construction of this Agreement.

9.13 Severability. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

9.14 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

9.15 [Intentionally omitted.]

9.16 Termination. This Agreement shall terminate when the Post-Petition Obligations and the Pre-Petition Obligations have been indefeasibly paid in full and Administrative Agent's and the Post-Petition Lenders' obligations to make Extensions of Credit under the Credit Agreement have terminated.

9.17 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

SOUPER SALAD, INC.

By: Matthew A. Wilber
Name: Matthew A. Wilber
Title: CFO

ADMINISTRATIVE AGENT:

**SUMMITBRIDGE NATIONAL INVESTMENTS
LLC**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

GRANTOR:

SOUPER SALAD, INC.

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

**SUMMITBRIDGE NATIONAL INVESTMENTS
LLC**

By: _____
Name: **CONSTANTINE DAKOLIAS**
Title: **AUTHORIZED SIGNATORY**

[SIGNATURE PAGE TO SECURITY AGREEMENT]

SCHEDULE 3.5

SOUPER SALAD, INC.

I. Registered U.S. Trademarks

Mark	Registration No.
SOUPER FRESH	2,914,792
SOUPER SALAD (Block Letters)	2,112,007
SOUPER SALAD THE FRESH PLACE TO BE	2,772,192
SOUPER SALADS (Design)	1,247,369
THE FRESH PLACE TO BE	2,678,889
YOU'VE NEVER HAD IT SO FRESH	2,213,022

II. U.S. Trademark Applications

Mark	Application No.
SOUPER FRESH MARKET	76/329,527
EATING BETTER JUST GOT MORE AFFORDABLE (Design)	78/483,292
EATING HEALTHY JUST GOT MORE AFFORDABLE	78/455,459

III. Registered State Trademarks

State	Mark	Registration/ Application No.
Texas	SOUPER SALADS	39750

IV. Foreign Trademarks

Country	Mark	Registration/ Application No.
Australia	SOUPER SALAD	787028
Canada	SOUPER SALAD	TMA 540,408
European Union	SOUPER SALAD	1091800
Japan	SOUPER SALAD	4396684
New Zealand	SOUPER SALAD	305824

SCHEDULE 5.5

LOCATIONS OF OFFICE AND COLLATERAL

Schedule 5.5 Locations

Store #	Store Name	Address
	Corporate Office	140 Heimer, Suite 400, San Antonio, TX 78232
1	Sharpstown	7469 Southwest Fwy., Houston, TX 77074
2	College Station	1727 S. Texas Ave., College Station, TX 77840-3320
3	Waco	5000 W. Waco, Waco, TX 76710-7022
4	Weslayan	5460 Weslayan, Houston, TX 77005-1050
5	Lubbock	6703 Slide Rd., Lubbock, TX 79424-1513
7	290	10985 Northwest Fwy., Houston, TX 77092
12	Arapahoe	7939 East Arapahoe #190, Greenwood Village, CO 80112
13	Anderson Lane	2438 West Anderson Lane, Austin, TX 78757
15	Park	9100 N. Central Expressway #151, Dallas, TX 75231-5918
17	Loop 410	717 N.W. Loop 410, San Antonio, TX 78216-5306
18	Highland	6700 Middle Fiskville #405, Austin, TX 78752-4327
21	Addison	5525 B Arapaho, Dallas, TX 75248-7073
22	Plano	1017 N. Central Expressway #250, Plano, TX 75075-8839
23	River Oaks	1574 West Gray, Houston, TX 77019-4948
25	Irving	3401 West Airport Fwy. #103, Irving, TX 75062-5932
26	Oak Lawn	3848 Oak Lawn, Dallas, TX 75219-4503
27	Redondo	903 Bitters, Ste. 318, San Antonio, TX 78216
28	Lake Hills	4211 S. Lamar Ste. A-30, Austin, TX 78704-7978
29	Summit	4979 N.W. Loop 410, San Antonio, TX 78229-5346
30	Hulen	4714 S.W. Loop 820, Ft. Worth, TX 76109-4419
31	Memorial	14714 Memorial, Houston, TX 77079-5202
32	Lewisville	2404 S. Stemmons Fwy., Lewisville, TX 75067-8777
33	Wyoming	2225 Wyoming N.E., Albuquerque, NM 87112
34	Broadway	6129 E. Broadway, Tucson, AZ 85711-4005
35	Town & Country	2045 E. Camelback, Phoenix, AZ 85016-4710
36	Montgomery Plaza	4411 San Mateo Blvd. Ste. H, Albuquerque, NM 87109-2000
37	Santa Fe	2428 Cerrillos, Santa Fe, NM 87505-3262
38	Central	1606 Central Ave. S.E., Albuquerque, NM 87106
39	Viscount	8900 Viscount A-J, El Paso, TX 79925-5897
43	PV Mall	4605 E. Cactus Rd., Phoenix, AZ 85032-7703
44	Fiesta	1457 W. Southern Ave., Mesa, AZ 85202
45	Metro	10005 N. Metro Pkwy., Phoenix, AZ 85051
47	Parker Crossing	4709 W. Parker Road #400, Plano, TX 75093-3369
49	Midvale	751 E. 7200 South, Midvale, UT 84047-2348
50	Arlington	1325 W.I-20, Ste. 121, Arlington, TX 76017
51	Arcadia	2651 N. 44th St. #2, Phoenix, AZ 85008-1557
52	Chapel Hills	1434 Kelly Johnson Blvd., Colorado Springs, CO 80920-3910
53	Citadel	3636 Citadel Dr., Colorado Springs, CO 80909
54	Elliot	1180 W. Elliot Ste. 101, Tempe, AZ 85284-1107
56	Resler	7019 N. Mesa Ste. E, El Paso, TX 79912-3648
57	Westheimer	6516 Westheimer #10, Houston, TX 77057
58	Meyerland	4884 Beechnut St., Houston, TX 77096-1604
60	West Oaks	2356 South Hwy. 6, Houston, TX 77077-5248
62	North Collins	915 E. Rd. to Six Flags, Ste. 101, Arlington, TX 76011-5028
63	Hurst	914 Melbourne Rd. #914, Hurst, TX 76053-4633
64	Mesquite	1645 N. Town East Blvd. #166, Mesquite, TX 75150-4146
65	Sugar Land	2715 Town Center Blvd. N., Sugar Land, TX 77479-2320
66	London Square	12293 A East Illif Ave., Aurora, CO 80014
67	Casa Linda	9440 Garland Rd. Ste. A-234, Dallas, TX 75218-3406
68	DeZavala	5222 DeZavala Rd. Ste. 318, San Antonio, TX 78249
69	Rainbow	2051 N. Rainbow Blvd. Ste. 102, Las Vegas, NV 89108-7050
70	Superstition	6910 E. Hampton, Mesa, AZ 85208-3302
72	Mission Center	4022 S. Maryland Pkwy., Las Vegas, NV 89119-7531
73	Deerbrook	20030 US Hwy. 59 N., Humble, TX 77338-2407
74	Round Rock	2601 S. IH 35 Bldg. B Ste. 100 Round Rock, TX 78664-7336
77	Bowles	8936 W. Bowles Ave., Littleton, CO 80123-3464
79	Ft. Collins	116 East Foothills Pkwy., Ft. Collins, CO 80525
80	University Hills	2730 S. Colorado Blvd. #118, Denver, CO 80222-6615
87	Tulsa	8228 E. 61st St. Ste. 114, Tulsa, OK 74133-1902
93	Lakeline Austin	11066 Pecan Park, Bldg. D #417, Cedar Park, TX 78613-1517
96	Arrowhead	7480 West Bell Rd. #A1, Glendale, AZ 85308-8525

6/4/2005

TRADEMARK
REEL: 003111 FRAME: 0055

Schedule 5.5 Locations

Store #	Store Name	Address
97	Chattanooga	2288 Gunbarrell Rd. Ste. 101, Chattanooga, TN 37421-2670
100	Twin Peaks	800 South Hover #A-40, Longmont, CO 80501-7906
101	Pueblo	4120 North Freeway, Pueblo, CO 81008-2064
103	Norman	596 Ed Noble Parkway, Norman, OK 73072-4875
104	Westminster	7685 W. 88th Ave., Westminster, CO 80005
105	The Crossing	10046 D E. Independence Blvd., Matthews, NC 28105-4620
107	Garden of the Gods	808 Garden of the Gods Road, Colorado Springs, CO 80907-3402
108	Deer Valley	3053 W. Agua Fria Fwy., Ste. 2, Phoenix, AZ 85027
109	Moore Plaza	5425 S. Padre Island Dr. #144, Corpus Christi, TX 78411-5326
110	Quail Springs	2320 W. Memorial, Oklahoma City, OK 73134-8035
111	Eastgate Plaza	8007 East Kellogg, Wichita, KS 67207-1807
113	Webb Chapel	3128 Forest Ste. 320, Dallas, TX 75234-7761
115	Mayfair Village	4829 North May Ave., Oklahoma City, OK 73112-6040
118	Brickyard	1140 E. Brickyard Rd., Salt Lake City, UT 84106
121	Taylorsville	5486 S. 1900 West Ste. 8, Taylorsville, UT 84118
123	Riverdale	4071 Riverdale Rd., Ogden, UT 84405-1517
126	Southpoint Crossing	202 West NC Hwy. 54 Ste. 107, Durham, NC 27707
128	Northglenn	11930 Washington St., Northglenn, CO 80233
131	Pasadena	5822 Fairmont Pkwy., Pasadena, TX 77505-3908
137	Allen	204 Central Expressway #59, Allen, TX 75013
140	Spartanburg	660 Spartan Blvd. Ste. 190, Spartanburg, SC 29301-3217
142	Augusta	250 Robert C. Daniel Jr. Pkwy., Augusta, GA 30909-0803
144	Loveland	1477 E. Eisenhower Blvd., Loveland, CO 80537-3927
145	Lakewood	7650 W. Virginia Ave. #A, Lakewood, CO 80226
147	Copperwood	6783 Hwy. 6 North, Houston, TX 77084-1317
148	Mesa Grand	1649 S. Stapley, Mesa, AZ 85204-6609
149	Trinity Mills & Marsh	3355 Trinity Mills, Dallas, TX 75287-6275
150	Katy	20220 Katy Fwy. Ste. C-150, Katy, TX 77449
151	Scottsdale	8940 E. Indian Bend Rd. Suite B 7, Scottsdale, AZ 85250
153	Chandler	2780 West Chandler Blvd, Suite 7, Chandler, AZ 85224

6/4/2005