

01-19-2006



103098681

MJD
1/18/06

To the Director of the U. S. Pat

ments or the new address(es) below.

1. Name of conveying party(ies):

Garden Fresh Restaurant Corp.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Washington, DC

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal Address:

Street Address: 17207 N. Perimeter Drive

City: Scottsdale

State: AZ

Country: USA

Zip: 85255

- Association
- General Partnership
- Limited Partnership

Citizenship

Citizenship

Citizenship

- Corporation
- Other

Citizenship: Delaware

Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s): December 22, 2005

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached Schedule I

B. Trademark Registration No.(s)
See Attached Schedule I

01/19/2006 08:33:36 00000170 8736640

01/19/2006 08:33:36 40.00 00
01/19/2006 08:33:36 375.00 00
01/19/2006 08:33:36 120.00 00

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elizabeth J. Burns

Internal Address: LATHAM & WATKINS LLP

Street Address: 233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-7629

Fax Number: (312) 993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 415.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers:
Expiration Date:

b. Deposit Account Number:

Authorized User Name:

9. Signature:

Elizabeth J. Burns
Signature

January 17, 2006

Date

Elizabeth J. Burns
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003230 FRAME: 0558

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

FEDERALLY REGISTERED TRADEMARKS

Trademark	Owner	Status in Trademark Office	Registration Number	Registration Date
Behind the Food	Garden Fresh Restaurant Corp.	Registered	2,786,640	11/25/03
Garden Fresh Restaurant Corp.	Garden Fresh Restaurant Corp.	Registered	2,072,184	6/17/97
Lots to Feel Good About	Garden Fresh Restaurant Corp.	Registered	2,500,463	10/23/01
Slurpstix	Garden Fresh Restaurant Corp.	Registered	2,609,487	8/20/02
Souplantation	Garden Fresh Restaurant Corp.	Registered	1,383,741	2/18/86
Souplantation	Garden Fresh Restaurant Corp.	Registered	2,449,944	5/8/01
Souplantation and Design	Garden Fresh Restaurant Corp.	Registered	1,907,760	7/25/95
Sweet Tomatoes	Garden Fresh Restaurant Corp.	Registered	1,663,057	10/29/01
Sweet Tomatoes	Garden Fresh Restaurant Corp.	Registered	2,592,113	7/9/02
Sweet Tomatoes and Design	Garden Fresh Restaurant Corp.	Registered	1,913,980	8/22/95
The Salad People	Garden Fresh Restaurant Corp.	Registered	2,731,522	7/1/03
Club Veg	Garden Fresh Restaurant Corp.	Registered	2,874,348	1/16/03
Garden Fresh	Garden Fresh Restaurant Corp.	Registered	2,862,656	2/19/03
Kitchen Cabinet	Garden Fresh Restaurant Corp.	Registered	2,838,584	1/16/03

FEDERAL TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Serial Number</u>	<u>Filing Date</u>
Slurp...The Soup Experience	Garden Fresh Restaurant Corp.	Pending	76,136,558	9/26/00
Slurp...The Soup Experience and Design	Garden Fresh Restaurant Corp.	Pending	76,182,792	12/18/00

TRADEMARK SECURITY AGREEMENT

(Second Lien)

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2005, by GARDEN FRESH RESTAURANT CORP., a Delaware corporation (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Term Loan C to Grantor;

WHEREAS, Agent and Lenders are willing to make the Term Loan C as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the limitations set forth in Section 2(c) of the Security Agreement, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GARDEN FRESH RESTAURANT CORP.

By: 
Name: **David W. Qualls**
Title: **President and CFO**

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

[Signature Page to Second Lien Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GARDEN FRESH RESTAURANT CORP.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: *Diane L. Cooper*
Name: *Diane L. Cooper*
Title: *Only Authorized Signatory*

[Signature Page to Trademark Security Agreement]

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STATE REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>State</u>	<u>Registration Number</u>	<u>Registration Date</u>
Souplantation	Garden Fresh Restaurant Corp.	California	012,429	9/18/91
Sweet Tomatoes	Garden Fresh Restaurant Corp.	Arizona	34063	7/14/94
Sweet Tomatoes	Garden Fresh Restaurant Corp.	Arizona	130,540	5/25/94
Sweet Tomatoes	Garden Fresh Restaurant Corp.	New Mexico	TK97,011,306	1/13/97
Sweet Tomatoes	Garden Fresh Restaurant Corp.	California	037,309	8/15/90

TRADEMARK LICENSES

None.