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.		11/14/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Summitbridge National Investments LLC
Street Address:	1700 Lincoln Street, Suite 2150
Internal Address:	c/o Summitbridge 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

OP $240.00 2914792

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-526-9600

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

ATTORNEY DOCKET NUMBER:	65840/008
NAME OF SUBMITTER:	Christopher H. Chung
Signature:	/Christopher H. Chung/
Date:	01/31/2006

Total Attachments: 16
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AMENDED & RESTATED
TRADEMARK SECURITY AGREEMENT

AMENDED & RESTATED TRADEMARK SECURITY AGREEMENT, dated as of November 14, 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 (together with its successors and permitted assigns, 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 Amended & Restated Credit Agreement dated as of the date hereof among the Borrower, the Lenders listed on the signature pages thereof, and the Administrative Agent in the aggregate principal amount of Nine Million and 00/100 Dollars ($9,000,000.00) (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

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

WHEREAS, it is a condition to the obligation of the Administrative Agent and the Lenders to make Loans to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1.
DEFINITIONS

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

ARTICLE 2.
GRANT OF SECURITY INTEREST

As security for the Grantor's repayment of the Obligations under the Credit Agreement and under the other Financing Documents the Grantor hereby pledges, assigns and grants to the Administrative Agent, for itself and the benefit of the Lenders, a continuing perfected second priority security interest in and lien upon, junior to the Lien of the Term Loan A Administrative Agent and the Term Loan A Lenders and the other Permitted Liens, senior to any and all interests or liens of any other party, all of the following property of the Grantor whether now owned or existing or hereafter created or acquired:

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and

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payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Grantor's business connected with and symbolized by the Trademarks; and

(c) all proceeds, products, rents, cash and profits of the foregoing (collectively, the "Trademark Collateral").

ARTICLE 3.
PERFECTION OF SECURITY INTERESTS

Grantor authorizes the Administrative Agent to file this Agreement in the United States Patent and Trademark Office and the Canadian Patent and Trademark Office, and file all necessary Uniform Commercial Code financing statements describing the Trademark Collateral and reaffirming the Liens created or evidenced by the Pre-Petition Security Documents and Post-Petition Security Documents.

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

4.1 Inspection. Subject to the provisions of Section 5.05 of the Credit Agreement, the Grantor hereby authorizes Administrative Agent, its employees and agents, the right to visit the Grantor's locations set forth on Schedule 5.5 to inspect the records relating the Trademarks.

4.2 Quality Control. The Grantor shall maintain the quality of the products and/or services associated with the Trademarks material to its business, at a level consistent with the quality at the time of this Agreement, and shall, upon Administrative Agent's request, provide Administrative Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Grantor. The Grantor shall not change the quality of the products and/or services associated with the Trademarks material to its business without Administrative Agent's prior written consent. The Grantor has used and shall continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks material to its business, including, without limitation, filing affidavits of use with the United States Patent and Trademark Office and Canadian Patent and Trademark Office for each such Trademark as required by Law to maintain the registration thereof without loss of protection therefore. The Grantor shall do any and all acts required by Administrative Agent to ensure the Grantor's compliance with this paragraph.

4.3 New Trademarks. If, before the Obligations have been satisfied in full, the Grantor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Article 2

hereof shall automatically apply thereto, and the Grantor shall give to Administrative Agent prompt notice thereof in writing. The Grantor irrevocably authorizes and empowers Administrative Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under Article 2 or this paragraph.

4.4 Limitations on Obligations Concerning Maintenance of Trademark Collateral.

(a) Grantor has the risk of loss of the Trademark Collateral.

(b) The Administrative Agent has no duty to preserve any rights relating to the Trademark Collateral.

4.5 No Disposition of Trademark Collateral. The Administrative Agent (together with the 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 Trademark Collateral material to its business, except in the ordinary course of its business or as otherwise permitted under the Credit Agreement;

(b) license any of the Trademark Collateral material to its business, except as otherwise permitted under the Credit Agreement; or

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

4.6 Further Assurances; Infringements. 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. The Administrative Agent is authorized to file financing statements, in-lieu statements, continuation statements and other documents under the Uniform Commercial Code relating to the Trademark Collateral without the Grantor's signature naming the Grantor as debtor and the Administrative Agent as secured party. The Grantor shall use all reasonable efforts to detect any infringers of the Trademarks and shall notify Administrative Agent in writing of infringements detected. The Grantor shall have the duty to prosecute diligently any trademark application for a Trademark material to its business pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Credit Agreement terminated, to make federal application on registrable but unregistered Trademarks material to its business (subject to Grantor's reasonable discretion in the ordinary course of the business or, after the occurrence of an Event of Default, promptly upon Administrative Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks material to its business and to do any and all acts which are deemed necessary or desirable by Administrative Agent to preserve and maintain all rights in the Trademarks material to its business. 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 Financing Documents, including without limitation bringing suit. This power of attorney is coupled with an interest with full power of substitution and is irrevocable.

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 Trademark Collateral.

4.8 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 Trademark Collateral.

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 this Agreement and the Permitted Liens, Grantor owns each item of the Trademark 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 Trademark Collateral is on file or of record in any public office, except such as may have been filed pursuant to this Agreement or as may be expressly permitted pursuant to the Credit Agreement.

5.2 Perfected Second Priority Liens. The Liens granted pursuant to this Agreement constitute perfected Liens on the Trademark Collateral in favor of the Administrative Agent, for itself and the benefit of the Lenders, which have the priority described under Article 2 hereunder (other than for foreign trademarks not registered in Canada) enforceable against Grantor and all third Persons in accordance with the terms of this Agreement.

5.3 Enforceability. Each of the Trademarks is valid, subsisting, and enforceable and has not been adjudged otherwise. No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person.

5.4 [Intentionally omitted.]

5.5 Location of Office; Change of Location and Name. The state in which the chief executive office of Grantor is located ("Chief Executive Office State") is set forth on Schedule 5.5. Grantor shall not change (x) its name, identity or corporate structure or (y) its state of incorporation, unless (i) Grantor shall have given the Administrative Agent at least ten (10) days' prior written notice, and (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, agreements, instruments, certificates and other documents, and taken such other actions, as may

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be necessary or desirable, in the opinion of the Administrative Agent, to perfect or preserve the Liens created by this Agreement.

ARTICLE 6.
EVENTS OF DEFAULT

The occurrence and continuation of any Event of Default under the Credit Agreement shall be an Event of Default hereunder.

ARTICLE 7.
RIGHTS AND REMEDIES UPON DEFAULT

7.1 Upon the occurrence and during the continuation of any Event of Default, the Administrative Agent may, and at the request of the Requisite Lenders shall, take any of the following actions subject to Section 9.18 of the Credit Agreement:

(a) declare the obligations 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 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 Financing Document to the contrary notwithstanding, and, further the Borrower shall immediately turn over and/or deliver title to or possession of all Collateral to the Administrative Agent;

(b) exercise any and all rights and remedies of the type available under the Credit Agreement;

(c) endorse the Grantor's name on all applications, documents, papers and instruments necessary for Administrative Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey, foreclose upon, sell or otherwise transfer title in or dispose of all or any portion of the Trademark Collateral to any other Person; or

(d) 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 Financing Documents, and under Law available to the Administrative Agent (or Lenders).

In no event shall the Administrative Agent (or the Lenders) be subject to the equitable doctrine of marshalling or any other similar doctrine with respect to any of the Trademark Collateral or otherwise.

7.2 Remedies Cumulative.

All remedies set forth in this Agreement and the other 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 Lender, subject to Section 9.18 of the Credit Agreement, from the exercise of remedies hereunder or under any other Financing Documents or under any applicable law, shall, unless otherwise required by the terms of the 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 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 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 other Financing Documents) to or upon Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived).

ARTICLE 8.
EXPENSES

Grantor shall be liable to the Administrative Agent (and Lenders pursuant to the Credit Agreement) for all its reasonable costs and expenses (including, without limitation, all reasonable fees and expenses of attorneys for the Administrative Agent (and Lenders pursuant to the Credit Agreement) which may arise under, out of, or in connection with, this Agreement, the Term Notes, any other 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 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,

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and (z) all fees and expenses, appraisal fees, taxes, levies and reasonable attorneys' and accountants' fees and expenses (i) in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral (ii) in connection with the repossession, holding, preparation for sale and sale of the Trademark 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 Trademark Collateral, or (iv) with respect to, or resulting from, any delay in complying with any requirement of Law applicable to any of the Trademark Collateral; and all such liabilities shall be part of the Obligations.

ARTICLE 9.
MISCELLANEOUS

9.1 Subordination of the Administrative Agent. Notwithstanding anything to the contrary in this Agreement, all Liens, rights and remedies of the Administrative Agent (and Lenders) hereunder are subordinate to the Liens, rights and remedies of the Term Loan A Administrative Agent and the Term Loan A Lenders pursuant to Section 9.18 of the Credit Agreement.

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

9.3 Limitation on Duties Regarding Preservation of Trademark Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Trademark Collateral in its possession, under the Uniform Commercial Code 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 Trademark Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Trademark 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. 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.

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 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 Lender) may assign or transfer all or any portion of its rights and obligations under any 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 Lender) herein or otherwise.

Without limiting the generality of the foregoing, the Grantor hereby acknowledges that the Administrative Agent (or any Lender) may sell, grant or assign participation interest(s) in the Term Notes and in the Administrative Agent's (or any Lender's) rights and obligations in respect of the 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 Lender) shall sell, grant or assign such participation interest(s), (a) the Administrative Agent (or any 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 Lender) shall require any such prospective participant(s) to agree in writing to maintain the confidentiality of such information, except as required by Law or Governmental Authorities, (b) the Grantor shall cooperate with the Administrative Agent (or any 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 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 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.

GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE CREDIT AGREEMENT, THE TERM NOTES OR ANY OTHER 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 TERM 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 CREDIT AGREEMENT, THE TERM NOTES AND/OR ANY OTHER FINANCING DOCUMENT 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 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 IT 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 AND THE CREDIT AGREEMENT, ACCEPT THE TERM NOTES, AND MAKE THE LOANS.

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 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.

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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 Obligations have been indefeasibly paid in full and Administrative Agent's and the Lenders' obligations to make Loans 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: _____
Name: Matthew A. Wiber
Title: CFO

ADMINISTRATIVE AGENT:

SUMMITBRIDGE NATIONAL INVESTMENTS LLC

By: Drawbridge Special Opportunities Fund Ltd., its Member

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED TO:

TERM LOAN A ADMINISTRATIVE AGENT

SUMMITBRIDGE NATIONAL INVESTMENTS LLC

By: Drawbridge Special Opportunities Fund Ltd., its Member

By: _____
Name:
Title:

[Signature Page To Term Loan B Trademark 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:
Title: CONSTANTINE DAKOLIAS
AUTHORIZED SIGNATORY

ACKNOWLEDGED AND AGREED TO:

TERM LOAN A ADMINISTRATIVE AGENT

SUMMITBRIDGE NATIONAL INVESTMENTS LLC

By: _____
Name:
Title: CONSTANTINE DAKOLIAS
AUTHORIZED SIGNATORY

[Signature Page To Term Loan B Trademark Security Agreement]

EXHIBIT A

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

EXHIBIT B

CERTIFICATE

The undersigned officer of **SOUPER SALAD, INC.** ("Grantor") DOES HEREBY CERTIFY to **SUMMITBRIDGE NATIONAL INVESTMENTS LLC** ("Administrative Agent") as agent for itself and certain other lenders ("Lenders") as are parties from time to time to the Credit Agreement among Agent, the Grantor, and the Lenders in the aggregate principal amount of Nine Million and 00/100 Dollars ($9,000,000.00), that the quality of the products and/or services associated with the Trademarks listed on Exhibit A of the Amended & Restated Trademark Security Agreement dated as of November 14, 2005 between the Grantor and Administrative Agent (as amended from time to time to include future trademarks and trademark applications, the "Agreement"), has been maintained at a level consistent with the quality of such products and/or services at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this ___ day of _____, 2005.

SOUPER SALAD, INC.

By: EXHIBIT
Name:
Title:

SCHEDULE 5.5

LOCATION OF OFFICE

Schedule 5.5

Chief Executive Office

	Address	City	ST	ZIP
Chief Executive Office	140 Heimer, Suite 400	San Antonio	TX	78232