

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
Moe's Southwest Grill, LLC		03/23/2006	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76625437	MOE'S SOUTHWEST GRILL
Serial Number:	76625439	WELCOME TO MOES
Serial Number:	78353238	WELCOME TO MOE'S
Registration Number:	3037577	MOE'S KNOWS BURRITOS
Serial Number:	76598029	HOMEWRECKER...IT'S A FOOD, NOT A PHILOSOPHY
Serial Number:	76627219	STREAKER
Registration Number:	2699371	MOES SOUTHWEST GRILL
Registration Number:	2650129	MOE'S SOUTHWEST GRILL
Serial Number:	78359431	MOE KNOWS BURRITOS
Serial Number:	78816314	A BURRITO IN EVERY HAND
Serial Number:	78816298	A MOE'S BURRITO IN EVERY HAND

CORRESPONDENCE DATA

Fax Number: (312)863-7496

900049320

TRADEMARK
REEL: 003312 FRAME: 0153

OP \$290.00 76625437

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3128637194
Email: sonya.szot@goldbergkohn.com
Correspondent Name: Sonya Szot
Address Line 1: 55 E. Monroe Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.118
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	05/18/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of March, 2006, between MOE'S SOUTHWEST GRILL, LLC, a Georgia limited liability company ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Moe's SWG Holdings, LLC, a Georgia limited liability company, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower and Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even 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 the benefit of Lender Group and the Bank Product Provider, 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 the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations of Grantor, Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, 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 Intellectual Property 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 Intellectual Property 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 any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property 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, for the benefit of the Lender Group and the Bank Product Provider, 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.


4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[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.

MOE'S SOUTHWEST GRILL, LLC, as
Grantor

By: 
Name: STEPHEN M. LAMA STRA
Title: C.O.D.

**ACCEPTED AND ACKNOWLEDGED
BY:**

WELLS FARGO FOOTHILL, INC., as
Agent

By: _____
Name: _____
Title: _____

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.

MOE'S SOUTHWEST GRILL, LLC, as
Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED
BY:

WELLS FARGO FOOTHILL, INC., as
Agent

By:  _____

Name: KATY BROOKS

Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached Exhibit A.

EXHIBIT A

MARK	OWNER	CLASS	SERIAL NO.	REGISTRATION NO.	FILING DATE
MOES SOUTHWEST GRILL	Moe's Southwest Grill, LLC	IC 029: Mexican style food products	76/625437	Pending Application	12/21/04
WELCOME TO MOES	Moe's Southwest Grill, LLC	IC 029: Mexican style food products	76/625439	Pending Application	12/21/04
WELCOME TO MOE'S	Moe's Southwest Grill, LLC	IC 043: Restaurant Services	78/353238	Pending Application	01/16/04
MOE'S KNOWS BURRITOS	Moe's Southwest Grill, LLC	IC 043: Restaurant Services	78/359396	3037577 Registered Jan. 3, 2006	01/29/04
HOMEWRECKER...IT'S A FOOD, NOT A PHILOSOPHY	Moe's Southwest Grill, LLC	IC 043: Restaurant services	76/598029	Pending Application	06/18/04
STREAKER	Moe's Southwest Grill, LLC	IC 030: Burritos	76/627219	Pending Application	01/05/05
MOE'S SOUTHWEST GRILL	Moe's Southwest Grill, LLC	IC 043: Restaurant Services	76/180755	2699371	12/13/2000 Registration Date: 03/25/2003
MOE'S SOUTHWEST GRILL	Moe's Southwest Grill, LLC	IC 043: Restaurant Services	76/042554	2650129	05/08/2000 Registration

TRADEMARK

REEL: 003312 FRAME: 0160

MARK	OWNER	CLASS	SERIAL NO.	REGISTRATION NO.	FILING DATE
MOE KNOWS BURRITOS	Moe's Southwest Grill, LLC	IC 043: Quick casual restaurant-- featuring Southwest cuisine and alcoholic beverages	78/359431	Pending	Date: 11/12/2002
A BURRITO IN EVERY HAND	Moe's Southwest Grill, LLC	IC 043: Restaurant services	78816314	Pending	1/29/04
A MOE'S BURRITO IN EVERY HAND	Moe's Southwest Grill, LLC	IC 043: Restaurant services	78816298	Pending	2/16/2006

Trade Names -None

Common Law Trademarks

Moe Knows Catering
 Moe Knows Great Music
 Moe Knows Kids
 Havin a Party
 Moe-Ritas
 For a good time, call Moe.
 Take a Dip!
 Moe's To Go
 Get to Know Moe's
 Get to Know Fresh

Trademarks Not Currently In Use - None

Trademark Licenses - None

Copyrights - None

Patents - None