

**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
Fresh Enterprises, Inc.		11/27/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	GarMark Partners II, L.P.
Street Address:	One Landmark Square, 6th Fl.
Internal Address:	c/o GarMark Advisors LLC
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3098141	A LOT GOES INTO MAKING IT.
Registration Number:	2344004	A TASTE SO FRESH IT'S IN OUR NAME
Registration Number:	2106453	BAJA ENSALADA
Registration Number:	2301436	BAJA FRESH
Registration Number:	1716822	BAJA FRESH
Registration Number:	2352381	BAJA FRESH EXPRESS
Registration Number:	1746589	BAJA FRESH FOOD CANNOT BE MADE AT MICROWAVE SPEED
Registration Number:	2750373	BAJA FRESH MEXICAN - GRILL
Registration Number:	2894737	BARE BURRITO
Registration Number:	2108266	"BURRITO DOS MANOS"
Registration Number:	2161073	BURRITO ULTIMO
Registration Number:	3075296	CARTA BAJA
Registration Number:	2074654	"ENCHILADO"

CH \$440.00 3098141

Registration Number:	2401977	IT'S ABOUT FLAVOR... IT'S ABOUT FRESH... IT'S ABOUT TIME!
Registration Number:	2240563	NO MICROWAVES, NO CAN OPENERS, NO FREEZERS, NO LARD, NO M.S.G.
Registration Number:	3106474	¡PRONTO GUACAMOLE!
Registration Number:	3129696	A LOT GOES INTO MAKING IT BAJA FRESH.

**CORRESPONDENCE DATA**

Fax Number: (212)355-3333  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-813-8800  
Email: dbreitman@goodwinprocter.com  
Correspondent Name: Dana Breitman  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Goodwin Procter LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	122198.168565
NAME OF SUBMITTER:	Dana Breitman
Signature:	/danabreitman/
Date:	11/27/2006

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of November 27, 2006 (the "*Trademark Security Agreement*"), by Fresh Enterprises, Inc., a California corporation (the "*Grantor*"), in favor of GarMark Partners II, L.P. ("*GarMark*"), as Collateral Agent for the benefit of the Purchasers (as defined below) and the other holders of the Obligations (as defined in the Security Agreement (as defined below)) (in such capacity, the "*Collateral Agent*", which term shall also include its successors and assigns in such capacity under the Purchase Agreement (as defined below) from time to time).

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Purchase Agreement*") by and among BF Acquisition Holdings, LLC, a Delaware limited liability company ("*Holdings*"), BF Acquisition Sub, Inc., a California corporation ("*Borrower*"), GarMark, JHW Greentree Capital, L.P. ("*Greentree*"), Westwind Equity Partners LLC ("*Westwind*") and BF Strategic Investors, LLC (collectively with GarMark, Greentree and Westwind, the "*Purchasers*" which term shall include all other holders of the Senior Notes (as defined in the Purchase Agreement) from time to time), the Purchasers have agreed to purchase the Senior Notes;

WHEREAS, Grantor is a subsidiary of Holdings and of Borrower and as such will derive direct and indirect economic benefits from the purchase of the Senior Notes;

WHEREAS, the Purchasers are willing to purchase the Senior Notes, but only upon the condition, among others, that Grantor shall have executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Purchasers, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*" which term shall also include any security agreement in favor of the Collateral Agent that any Grantor hereafter becomes bound to including by reason of merger) to which the Grantor (among other entities) is a party; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Purchasers, 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 Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, on behalf of itself and the Purchasers and the other holders of the Obligations, 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, 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

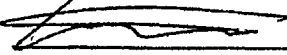
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Purchasers and the other holders of the Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and in the Power of Attorney executed in connection therewith, 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.

FRESH ENTERPRISES, INC.

By:   
Name: David Kim  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GARMARK PARTNERS II, L.P., as Collateral Agent

By: GARMARK ASSOCIATES II, L.L.C., its general partner

By: \_\_\_\_\_  
Name: E. Garrett Bewkes  
Title: Managing Principal

By: \_\_\_\_\_  
Name: Richard T. Warner  
Title: Principal

Signature Page to Trademark Security Agreement

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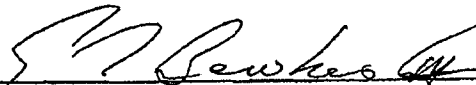
FRESH ENTERPRISES, INC.

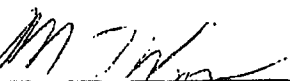
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By:   
Name: E. Garrett Bewkes  
Title: Managing Principal

By:   
Name: Richard T. Warner  
Title: Principal

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 003434 FRAME: 0150

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations**

<b>No.</b>	<b>Mark</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Class</b>
1	A Lot Goes Into Making It	3,098,141	5/30/2006	43
2	A Taste So Fresh It's In Our Name	2,344,004	4/18/2000	42
3	Baja Ensalada	2,106,453	10/21/1997	29
4	Baja Fresh	2,301,436	12/21/1999	42
5	Baja Fresh (stylized)	1,716,822	9/15/1992	42
6	Baja Fresh Express	2,352,381	5/23/2000	42
7	Baja Fresh Food Cannot Be Made At Microwave Speed	1,746,589	1/12/1993	42
8	Baja Fresh Mexican – Grill (and design)	2,750,373	8/12/2003	43
9	Bare Burrito	2,894,737	10/19/2004	30
10	“Burrito Dos Manos”	2,108,266	10/28/1997	30
11	Burrito Ultimo (Supplemental Registrar)	2,161,073	5/26/1998	30
12	Carta Baja	3,075,296	4/4/2006	43
13	“Enchilado”	2,074,654	6/24/1997	30
14	It's About Flavor... It's About Fresh... It's About Time!	2,401,977	2/7/2000	42
15	No Microwaves, No Can Openers, No Freezers, No Lard, No M.S.G	2,240,563	4/20/1999	42
16	¡Pronto Guacamole!	3,106,474	6/20/2006	43
17	A lot goes into making it Baja	3,129,696	8/15/2006	43

No.	Mark	Reg. Number	Reg. Date	Class
	Fresh			

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RECORDED: 11/27/2006

TRADEMARK  
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