

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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**TRADEMARK
REEL: 003581 FRAME: 0421**

Registration Number:	2230016	ORIGINAL GOURMET BURRITO
Registration Number:	2405107	MARGARITAS BY THE YARD
Serial Number:	78949442	LA SALSA FRESH MEXICAN GRILL
Serial Number:	78949874	LA SALSA FRESH MEXICAN GRILL
Serial Number:	77017778	SANTO AGAVE
Registration Number:	2840324	
Registration Number:	2846451	LA SALSA CANTINA
Registration Number:	2565424	
Registration Number:	2484633	LA SALSA
Registration Number:	2898518	FRESH MEXICAN GRILL

CORRESPONDENCE DATA

Fax Number: (949)823-5178
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (949) 725-4178
 Email: ajardine@sycr.com
 Correspondent Name: Alisa Jardine, Stradling Yocca Carlson
 Address Line 1: 660 Newport Center Drive, Suite 1600
 Address Line 4: Newport Beach, CALIFORNIA 92660

NAME OF SUBMITTER:	Irene Noguchi
Signature:	/Irene Noguchi/
Date:	07/16/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July __, 2007 (the "*Trademark Security Agreement*"), by La Salsa, Inc. (the "*Grantor*"), in favor of Santa Barbara Restaurant Group, Inc. (the "*Secured Party*" which term shall also include its successors and permitted assigns).

WITNESSETH:

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of even date herewith, by and between LAS Acquisition, LLC ("*LAS*") and the Seller (as from time to time amended, restated, supplemented or otherwise modified, the "*Purchase Agreement*"), the Secured Party is selling to LAS and LAS is purchasing from the Secured Party, all of the capital stock of La Salsa, Inc;

WHEREAS, pursuant to the Purchase Agreement, and simultaneously with such purchase and sale, the Secured Party is executing and delivering the 30-Day Note, the 60-Day Note and the Long-Term Note (as each of those terms is defined in the Purchase Agreement) (collectively, the "*Seller Notes*");

WHEREAS, the Secured Party is willing to consummate the purchase and sale transaction contemplated by the Purchase Agreement but only upon the condition, among others, that Grantor shall have executed and delivered to the Secured Party 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 Secured Party 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 Secured Party, 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 or Security Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party, to secure the payment of the Obligations (as defined in the Security Agreement) 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*");

hereto; (a) all of its Trademarks, including those referred to on Schedule I

(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 Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

LA SALSA, INC.

By: _____

Name: DAVID KIM

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SANTA BARBARA RESTAURANT GROUP, INC.

By: _____

Its

Signature Page to Trademark Security Agreement

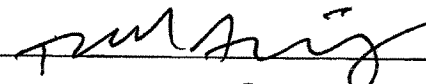
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LA SALSA, INC.

By: _____
Name:
Title:

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By: 
Its
EVP & CFO

Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

No.	Mark	Reg. Number or, if no Reg., App. Number	Reg. Date or, if no Reg. Date, App. Date	Class
1	LA HAWAIIANA and design	1,527,205	2/28/89	30
2	SUPER RATÓN and design	1,527,204	2/28/89	30
3	LA CUBANA and design	1,527,203	2/28/89	30
4	BISTEC GOURMET	1,524,725	2/14/89	30
5	LA SALSA	1,257,963	11/15/83	42
6	LA SALSA (stylized)	1,417,032	11/11/86	42
7	LA SALSA (stylized)	1,517,380	12/20/88	32
8	LA SALSA DESIGN OF MAN IN SOMBRERO	1,522,842	1/31/89	32
9	LA SALSA (stylized)	2,009,794	10/22/96	42
10	LA SALSA FRESH MEXICAN GRILL	2,025,808	12/24/96	42
11	CALIFORNIAN "VEGGIE"	2,074,620	6/24/97	30

{00368657; 2; 2688-3}

No.	Mark	Reg. Number or, if no Reg., App. Number	Reg. Date or, if no Reg. Date, App. Date	Class
12	CALIFORNIAN VEGGIE	Unfiled		30
13	LA SALSA FRESH MEXICAN GRILL (scripted) plus design	2,142,545	3/10/98	42
14	LA SALSA	2,151,398	4/14/98	42
15	FRESH MEXICAN GRILL	2,190,028	9/15/98	42
16	ORIGINAL GOURMET BURRITO	2,230,016	3/9/99	30
17	MARGARITAS BY THE YARD	2,405,107	11/21/00	42
18	LA SALSA MEXICAN GRILL and design	78/949,442 (pending)	8/10/06	43
19	LA SALSA FRESH MEXICAN GRILL and design	78/949,874 (pending)	8/10/06	43
20	SANTO AGAVE	77/017,778 (pending)	10/10/06	43
21	DESIGN ONLY	2,840,324	5/11/04	43
22	LA SALSA CANTINA	2,846,451	5/25/04	43
23	DESIGN ONLY	2,565,424	4/30/02	42
24	LA SALSA and Design	2,484,633	9/4/01	42
25	FRESH MEXICAN GRILL	2,898,518	11/2/04	42

{00368657; 2; 2688-3}