

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
LaSalsa, Inc.		07/16/2007	CORPORATION: CALIFORNIA

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

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1527205	LA HAWAIIANA
Registration Number:	1527204	SUPER RATON
Registration Number:	1527203	LA CUBANA
Registration Number:	1524725	BISTEC GOURMET
Registration Number:	1257963	LA SALSA
Registration Number:	1417032	LA SALSA
Registration Number:	1517380	LA SALSA
Registration Number:	1522842	
Registration Number:	2009794	LA SALSA
Registration Number:	2025808	LA SALSA FRESH MEXICAN GRILL
Registration Number:	2074620	CALIFORNIAN "VEGGIE"
Registration Number:	2142545	LA SALSA FRESH MEXICAN GRILL
Registration Number:	2151398	LA SALSA

CH \$615.00 1527205

Registration Number:	2190028	FRESH MEXICAN GRILL
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: (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 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	122198172394
NAME OF SUBMITTER:	Dana Breitman
Signature:	/danabreitman/
Date:	07/20/2007

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2007 (the "*Trademark Security Agreement*"), by La Salsa, Inc. (the "*Grantor*"), in favor of GarMark Partners II, L.P., as Collateral Agent (the "*Secured Party*" which term shall also include its successors and permitted assigns).

WITNESSETH:

WHEREAS, Grantor has, simultaneously with the execution and delivery of this Agreement, executed and delivered, along with the other Grantors (as defined therein) and the Secured Party, a certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); 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 Security Agreement.

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*"):

(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 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]

{00368791; 2; 2688-3}

TRADEMARK
REEL: 003584 FRAME: 0836

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: DAVE 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

TRADEMARK
REEL: 003584 FRAME: 0837

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.

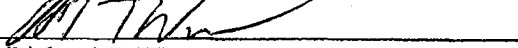
By: _____
Name:
Title:

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

TRADEMARK
REEL: 003584 FRAME: 0838

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

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

{00368791; 2; 2688-3}

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RECORDED: 07/20/2007

**TRADEMARK
REEL: 003584 FRAME: 0840**