

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 FRANCHISOR LLC		08/29/2007	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	222 N. LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2650129	MOE'S SOUTHWEST GRILL	
Registration Number:	2699371	MOES SOUTHWEST GRILL	
Serial Number:	78359431	MOE KNOWS BURRITOS	
Serial Number:	78359396	MOE'S KNOWS BURRITOS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	215434-00126		

CH \$115.00 2650129

900085698

TRADEMARK
REEL: 003611 FRAME: 0826

NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	08/29/2007

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“**Agreement**”) made as of August 29, 2007 by **MOE’S FRANCHISOR LLC**, a Georgia limited liability company (“**Grantor**”) in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for those certain financial institutions and lenders (“**Lenders**”) party to the Credit Agreement described below (“**Grantee**”):

W I T N E S S E T H

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement dated as of even date herewith, (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Credit Agreement**”) by and among Focus Brands Inc., a Delaware corporation (“**Borrower**”), Grantee, and the Lenders from time to time party thereto, which Credit Agreement amends and restates that certain Third Amended and Restated Credit Agreement dated as of November 17, 2006 by and among Borrower and Agent (the “**Existing Credit Agreement**”), the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Borrower; and

WHEREAS, Grantor is an indirect subsidiary of Borrower and as such will derive substantial benefit and advantage from the financial accommodations made available to Borrower as set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor’s direct interest and economic benefit to assist the Borrower in procuring such financial accommodations from the Lenders; and

WHEREAS, pursuant to the terms of that certain Joinder to Security Agreement dated as of May 25, 2007 among Grantor and the other parties thereto, Grantor has become a party to that certain Amended and Restated Security Agreement dated as of November 17, 2006 among the Debtors (as defined therein) (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Credit Agreement and Security Agreement.** The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security

Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

MOE'S FRANCHISOR LLC, a Georgia limited liability company

By: 

Name: Stephen D. Amerson

Title: Vice-President

Trademark Security Agreement

TRADEMARK
REEL: 003611 FRAME: 0830

Schedule 1 To Trademark Security Agreement

See Attached

Moe's Current Trademark Registrations or Applications Pending

Friday, April 27, 2007

Trademark List

Page: 1

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MOE'S Resp. Off: IL	312884-000003/0001 Egypt	195108 21-Dec-2006			Pending
<i>Class(es):</i> 43 Int. <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> HODA ABDEL HADI & PARTNERS <i>Owner:</i> Moe's Southwest Grill, LLC <i>Goods:</i> Class : 43 Int. Restaurant services					
MOE'S Resp. Off: IL	312884-000003/0001 Jordan	89131 26-Nov-2006	21-Mar-2007		Pending
<i>Class(es):</i> 42 Int. <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> Saba & Co. IP (Jordan) <i>Owner:</i> Moe's Southwest Grill, LLC <i>Goods:</i> Class : 42 Int. restaurant services					
MOE'S Resp. Off: IL	312884-000003/0007 Oman	42582 27-Nov-2006	01-Apr-2007		Published
<i>Class(es):</i> <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> Saba & Co. (Oman) <i>Owner:</i> Moe's Southwest Grill, LLC <i>Goods:</i> Class : 43 Int. Restaurant services					

Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MOE'S Resp. Off: IL	312884-000003/0003 Qatar	42500 18-Dec-2006			Pending
<i>Class(es):</i> 42 Int. <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> Saba & Co. IP (Qatar) <i>Owner:</i> Moe's Southwest Grill, LLC <i>Goods:</i> Class : 42 Int. restaurant services					
MOE'S Resp. Off: IL	312884-000003/0002 Saudi Arabia	111215 19-Nov-2006	4137 23-Feb-2007		Published
<i>Class(es):</i> <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> SABA & CO <i>Owner:</i> Moe's Southwest Grill, LLC <i>Goods:</i> Class : 43 Int. restaurant services					
MOE'S Resp. Off: IL	312884-000003/0006 United Arab Emirates	88176 05-Dec-2006			Pending
<i>Class(es):</i> <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> Saba & Co. (UAE) <i>Owner:</i> Moe's Southwest Grill, LLC <i>Goods:</i> Class : 43 Int. Restaurant services					

Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MOE'S SOUTHWEST GRILL Resp. Off: IL	312884-000003/0001 Bahrain	52195 11-Dec-2006			Pending
<i>Class(es):</i> 43 Int. <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> Saba & Co. (Bahrain) <i>Owner:</i> Moe's Southwest Grill, LLC					
<i>Goods:</i> Class : 43 Int. Restaurant services featuring southwestern foods, including unique burritos, taco salads, salads and other related food items					

MOE'S SOUTHWEST GRILL Resp. Off: IL	312884-000003/0002 Canada	1324149 15-Nov-2006			Pending
<i>Class(es):</i> <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> Swadby Ogilvy Renault LLP <i>Owner:</i> Moe's Southwest Grill, LLC					
<i>Goods:</i> Class : 43 Int. Restaurant services					

MOE'S SOUTHWEST GRILL Resp. Off: IL	312884-000003/0007 Kuwait	81405 29-Nov-2006			Pending
<i>Class(es):</i> 42 Int. <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> Saba & Co. (Kuwait) <i>Owner:</i> Moe's Southwest Grill, LLC					
<i>Goods:</i> Class : 42 Int. Restaurant services featuring southwestern foods, including unique burritos, taco salads, salads and other related food items					

Friday, April 27, 2007

Trademark List

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Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MOE'S SOUTHWEST GRILL Resp.Off: IL	312884-000003/0002 Puerto Rico				Pending
<i>Class(es):</i>					
<i>Client:</i> Raving Brands, Inc.					
<i>Agent Name:</i>					
<i>Owner:</i> Moe's Southwest Grill, LLC					
<i>Goods:</i> Class : 43 Int. Restaurant services					
<i>Attorney(s):</i> MIF MIF					
<i>Client Ref:</i>					
<i>Agent Ref:</i> 15005-326ca					

Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
A BURRITO IN EVERY HAND Resp. Off: IL	312884-000003/0011 United States of America	78/816314 16-Feb-2006	17-Oct-2006	MIF MIF	ALLOWED

Class(es):
Client: Raving Brands, Inc.
Agent Name:
Owner: Moe's Southwest Grill, LLC

Goods: Class : 43 Int.
 Restaurant services

A MOE'S BURRITO IN EVERY HAND & DESIGN Resp. Off: IL	312884-000003/0006 United States of America	78/816298 16-Feb-2006	17-Oct-2006	MIF MIF	ALLOWED
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Class(es):
Client: Raving Brands, Inc.
Agent Name:
Owner: Moe's Southwest Grill, LLC

Goods: Class : 43 Int.
 Restaurant services



Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
HOMEWECKER...IT'S A FOOD, NOT A PHILOSOPHY	312884-000003/0005 United States of America	76/598029 18-Jan-2004	24-May-2005		ALLOWED

Class(es): 43 Int.

Client: Raving Brands, Inc.

Agent Name:

Owner: Moe's Southwest Grill, LLC

Goods: Class : 43 Int.

Restaurant services

MOE KNOWS BURRITOS	312884-000003/0013 United States of America	78/359431 29-Jan-2004	21-Mar-2006		Opposed
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Class(es): 43 Int.

Client: Raving Brands, Inc.

Agent Name:

Owner: Moe's Southwest Grill, LLC

Goods: Class : 43 Int.

Quick casual restaurant--featuring southwestern cuisine and alcoholic beverages

MOE'S KNOWS BURRITOS	312884-000003/0009 United States of America	78/359396 29-Jan-2004	11-Oct-2005	3037577 03-Jan-2006	Registered 03-Jan-2016
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Class(es):

Client: Raving Brands, Inc.

Agent Name:

Owner: Moe's Southwest Grill, LLC

Goods: Class : 43 Int.

Quick casual restaurant--featuring southwestern cuisine and alcoholic beverages

Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MOE'S SOUTHWEST GRILL Resp. Off: IL	312884-000003/0012 United States of America	76/042554 08-May-2000	14-May-2002	2650129 12-Nov-2002	Registered 12-Nov-2012
<i>Class(es):</i> 42 Int. <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> <i>Owner:</i> Moe's Southwest Grill, LLC					

Goods: Class : 42 Int.
 Restaurant services featuring Mexican and southwestern foods, including unique burritos, taco salads, and other related food items

MOE'S SOUTHWEST GRILL & DESIGN Resp. Off: IL	312884-000003/0010 United States of America	76/180755 13-Dec-2000	31-Dec-2002	2699371 25-Mar-2003	Registered 25-Mar-2013
<i>Class(es):</i> 43 Int. <i>Client:</i> Raving Brands, Inc. <i>Agent Name:</i> <i>Owner:</i> Moe's Southwest Grill, LLC					

Goods: Class : 43 Int.
 Restaurant services featuring Mexican and southwestern foods, including unique burritos, taco salads, and other related food items



Trademark List

Trademark	Client-Matter/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
MOE'S SOUTHWEST GRILL & DESIGN Resp. Off: IL	312884-000003/0007 United States of America	76/625437 22-Dec-2004	27-Dec-2005	MIF MIF	ALLOWED

Class(es): 29 Int.
Client: Raving Brands, Inc.
Agent Name: Moe's Southwest Grill, LLC

Goods: Class : 29 Int.
 Mexican style food products, namely, chili con queso and cheese dips



southwest grill

WELCOME TO MOE'S Resp. Off: IL	312884-000003/0004 United States of America	76/625439 22-Dec-2004	27-Sep-2005	MIF MIF	ALLOWED
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Class(es): 29 Int.
Client: Raving Brands, Inc.
Agent Name: Moe's Southwest Grill, LLC

Goods: Class : 29 Int.
 Mexican style food products, namely, queso and cheese dips

Attorney(s): MIF MIF BIF
Client Ref:
Agent Ref: