

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Interest - Amendment Number Two to Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|-------------------------|
| CARROWS RESTAURANTS, INC. | | 04/25/2008 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | WELLS FARGO FOOTHILL, INC., formerly known as Foothill Capital Corporation, as Agent |
| Street Address: | 2450 Colorado Avenue, Suite 3000 West |
| City: | Santa Monica |
| State/Country: | CALIFORNIA |
| Postal Code: | 90404 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------------|
| Serial Number: | 75549626 | MILE HIGH |
| Serial Number: | 77135832 | GRANDMA'S CINNAMON LOAF FRENCH TOAST |
| Serial Number: | 77136365 | JUMPY MONKEY SUNDAE |

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-2231
 Email: carolfraser@paulhastings.com
 Correspondent Name: Carol Fraser, Corporate Paralegal
 Address Line 1: 600 Peachtree Street, NE, Suite 2400
 Address Line 2: Paul Hastings Janofsky & Walker
 Address Line 4: Atlanta, GEORGIA 30308

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Carol Fraser |
| Signature: | //Carol Fraser// |

CH \$90.00 75549626

Date:

05/16/2008

Total Attachments: 5

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**AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2008 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of July 10, 2002, as amended by Amendment Number One to Trademark Security Agreement dated as of October 31, 2005 (as may be further amended, supplemented or modified from time to time, the "Trademark Security Agreement"), by and between **CARROWS RESTAURANTS, INC.**, a California corporation ("Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation formerly known as Foothill Capital Corporation, as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent are parties to that certain Trademark Security Agreement submitted for recordation with the United States Trademark Office on or about July 18, 2002 at Reel 2545, Frame 0264, that certain Amendment Number One to Trademark Security Agreement submitted for recordation with the United States Trademark Office on or about December 30, 2005 at Reel 3218, Frame 0861; and

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date (except to the extent that any such representations or warranties relate solely to an earlier date); and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or by other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or by other method of electronic transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

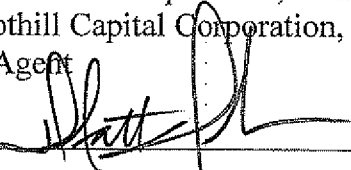
CARROWS RESTAURANTS, INC., a
California corporation

By: _____ 

Name: Samuel Nicholas Borgese

Title: President

WELLS FARGO FOOTHILL, INC.,
a California corporation, formerly known as
Foothill Capital Corporation,
as Agent

By:  _____

Name: Matt Harbour

Title: Vice President

Schedule 1

**TO AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT**

| DESCRIPTION | REGISTRATION DATE | REGISTRATION NUMBER | SERIAL NUMBER |
|---|------------------------------|--------------------------------|--------------------------|
| MILE HIGH | 10/15/02 | 2635700 | 75549626 |
| GRANDMA'S CINNAMON LOAF FRENCH TOAST | 12/25/07 | 3358741 | 77135832 |
| JUMPY MONKEY SUNDAE | 12/25/07 | 3358746 | 77136365 |