

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
SOUPER SALAD, INC.		06/19/2008	CORPORATION: TEXAS
SSI-GRANDY'S LLC		06/19/2008	LIMITED LIABILITY COMPANY: DELAWARE
SOUPER BRANDS, INC.		06/19/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, LLC, AS AGENT
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77176383	SOUPER SALAD
Registration Number:	2772192	SOUPER SALAD THE FRESH PLACE TO BE
Registration Number:	2112007	SOUPER SALAD
Registration Number:	1247369	SOUPER SALADS
Registration Number:	3011404	EATING BETTER JUST GOT MORE AFFORDABLE!
Registration Number:	3277903	SOUPAH
Serial Number:	78811569	WE CARE HOW WELL YOU EAT
Serial Number:	78789438	SOUPER DELI
Registration Number:	2914792	SOUPER FRESH
Registration Number:	2678889	THE FRESH PLACE TO BE
Registration Number:	2213022	YOU'VE NEVER HAD IT SO FRESH

CH \$440.00 77176383

Serial Number:	78455459	EATING HEALTHY JUST GOT MORE AFFORDABLE
Serial Number:	78811582	WE CARE ABOUT HOW WELL YOU EAT
Serial Number:	76329527	SOUPER FRESH MARKET
Registration Number:	1362672	
Registration Number:	1376411	GRANDY'S
Registration Number:	2366475	HOMESTYLE IN A HURRY

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen
Address Line 1: 355 South Grand Avenue
Address Line 2: Suite 4400
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3004422.332148
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	06/19/2008

Total Attachments: 9
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of June, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 19, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among **SSI GROUP HOLDING CORP.**, a Delaware corporation, **SOUPER SALAD, INC.**, a Texas corporation ("Parent") and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of June 19, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each 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 or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such 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 and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
 - (c) all reissues, continuations or extensions of the foregoing;
 - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

A/72496128.4

A/72563181.1

TRADEMARK
REEL: 003799 FRAME: 0349

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

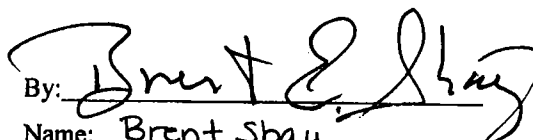
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit

Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,
as Agent

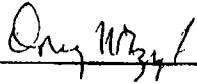
By: 
Name: Brent Shay
Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003799 FRAME: 0352

IN WITNESS WHEREOF, each 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.

SOUPER SALAD, INC.

By: 

Name: _

Title: _ Doug Mzyk

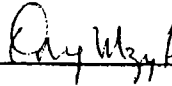
CFO and Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003799 FRAME: 0353

SSI - GRANDY'S LLC

By: **SOUPER SALAD, INC.**
Its: Sole Member

By: 

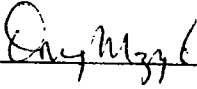
Name: _

Title: _ Doug Mzyk
CFO and Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003799 FRAME: 0354

SOUPER BRANDS, INC.

By: 

Name: _

Title: _ Doug Mzyk

CFO and Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003799 FRAME: 0355

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Souper Salad, Inc.	USA	Souper!Salad!	77/176383	05/09/07
Souper Salad, Inc.	USA	Souper Salad the Fresh Place to Be	2772192	10/10/03
Souper Salad, Inc.	USA	Souper Salad	2112007	11/11/97
Souper Salad, Inc.	USA	Souper Salads	1247369	08/02/03
Souper Salad, Inc.	USA	Eating Better just got more Affordable (design)	3011404	11/01/05
Souper Salad, Inc.	USA	Sooupah	3277903	08/07/07
Souper Salad, Inc.	USA	We Care How Well You Eat	78/811569	02/09/06
Souper Salad, Inc.	USA	Souper Deli	78/789438	01/11/06
Souper Salad, Inc.	USA	Souper Fresh	2914792	12/28/04
Souper Salad, Inc.	USA	The Fresh Place To Be	2678889	01/21/03
Souper Salad, Inc.	USA	You've Never Had It So Fresh	2213022	12/22/98
Souper Salad, Inc.	USA	Eating Better just got more Affordable (block letters)	78/455459	07/23/04
Souper Salad, Inc.	USA	We Care About How Well You Eat	78/811582	02/09/06
Souper Salad, Inc.	USA	Souper Fresh Market	76/329527	10/19/01
Souper Salad, Inc.	Australia	Souper Salad	787028	07/07/00

SCHEDULE TO TRADEMARK SECURITY AGREEMENT

A/72563181.1

TRADEMARK
REEL: 003799 FRAME: 0356

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Souper Salad, Inc.	Canada	Souper Salad	TMA540,408	01/26/01
Souper Salad, Inc.	European Union	Souper Salad	1091800	4/20/00
Souper Salad, Inc.	Japan	Souper Salad	4396684	6/20/00
Souper Salad, Inc.	New Zealand	Souper Salad	305824	1/28/00
SSI-Grandy's, LLC	USA	(Design)	1362672	09/24/85
SSI-Grandy's, LLC	USA	Grandy's	1376411	12/17/85
SSI-Grandy's, LLC	USA	Homestyle in a Hurry	2366475	07/11/00

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT