

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
Tropical Smoothie Franchise Development Corporation		12/30/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	SMS Lender Agent, LLC
Street Address:	3525 Piedmont Road
Internal Address:	Building 8, Suite 515
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3287599	EAT BETTER. FEEL BETTER.
Registration Number:	3517255	EAT BETTER. FEEL BETTER.
Registration Number:	3613114	NATIONAL FLIP FLOP DAY
Registration Number:	3524696	SPLENDID SMOOTHIES
Registration Number:	2103370	TROPICAL SMOOTHIE
Registration Number:	2892598	TROPICAL SMOOTHIE CAFÉ
Registration Number:	2763722	TROPICAL SMOOTHIE CAFE
Registration Number:	2918995	TROPICAL SMOOTHIE CAFÉ

CORRESPONDENCE DATA

Fax Number: (803)255-9831
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 322-6132
 Email: ip@nelsonmullins.com

OP \$215.00 3287599

Correspondent Name: KENNETH C. BRULEY
Address Line 1: 100 North Tryon Street, 42nd Floor
Address Line 2: NELSON MULLINS RILEY & SCARBOROUGH, LLP
Address Line 4: CHARLOTTE, NORTH CAROLINA 28202-4000

ATTORNEY DOCKET NUMBER:	33096/09003
NAME OF SUBMITTER:	Kenneth C. Bruley
Signature:	/Kenneth C. Bruley/
Date:	01/05/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December __, 2009, made by TROPICAL SMOOTHIE FRANCHISE DEVELOPMENT CORPORATION, a Florida corporation (the “**Grantor**”) in favor of SMS LENDER AGENT, LLC, as Agent (in such capacity, the “**Agent**”) for the Lenders referred to below.

INTRODUCTION

The Grantor is a party to that certain Credit Agreement dated of the date hereof (as amended from time to time, the “**Credit Agreement**”) by and among the Grantor, the Lenders a party thereto (the “**Lenders**”) and the Agent.

The Grantor will execute a Security Agreement (the “**Security Agreement**”) dated as of the date hereof in favor of Agent, for the benefit of the Secured Parties, to secure the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to extend the financial accommodations contemplated by the Credit Agreement, the Grantor hereby agrees with the Agent, for the benefit of the Secured Parties, as follows:

Section 1. DEFINED TERMS.

Secured Parties. The collective reference to Agent and the Lenders.

Trademarks. (i) All registered trademarks, trade names, trade dress, service marks and other source or business identifiers including, without limitation, word marks, design marks and other types of marks, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all extensions or renewals thereof.

Trademark License. Any agreement providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

Section 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”), as

collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (a) all of its Trademarks;
- (b) all of its Trademark Licenses;
- (c) all renewals or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (e) 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.

Section 3. 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 Secured Parties, pursuant to the Security Agreement. 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.

[Signatures on Next Pages]

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.

TROPICAL SMOOTHIE FRANCHISE
DEVELOPMENT CORPORATION,
a Florida corporation

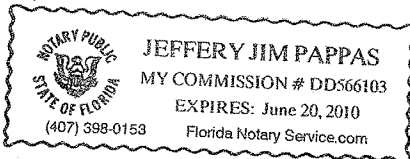
By: [Signature]
Name: ERIC JENRICH
Title: CEO

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)
COUNTY OF Okaloosa) ss.

On this 30th day of December 2009 before me personally appeared Eric Jenrich, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TROPICAL SMOOTHIE FRANCHISE DEVELOPMENT CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

SMS LENDER AGENT, LLC, as Agent

By: [Signature]
Name: Herbert Scott Pressly
Title: Manager

ACKNOWLEDGMENT OF AGENT

STATE OF Georgia)
) ss.
COUNTY OF Cherokee)

On this 30 day of December, 2009 before me personally appeared Herbert Scott Pressly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SMS LENDER AGENT, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

Joshau Welch
Notary Public



SCHEDULE 1

Registered Trademarks:

Country	Mark	Reg. Date	Reg. No.
Canada	Tropical Smoothie Cafe and Design	28-Sep-2005	TMA649181
USA	Eat Better. Feel Better.	04-Sep-2007	3287599
USA	Eat Better. Feel Better. and Design	14-Oct-2008	3517255
USA	National Flip Flop Day	28-Apr-2009	3613114
USA	Splendid Smoothies	28-Oct-2008	3524696
USA	Tropical Smoothie	07-Oct-1997	2103370
USA	Tropical Smoothie Cafe'	12-Oct-2004	2892598
USA	Tropical Smoothie Cafe and Design (Black & White)	16-Sep-2003	2763722
USA	Tropical Smoothie Cafe and Design (Color)	18-Jun-2005	2918995

Trademark Applications and Unfiled Trademarks:

Country	Mark	Filing Date	App. No.
Costa Rica	Tropical Smoothie	22-Oct-2008	2008-010578
Costa Rica	Tropical Smoothie Cafe and Design	27-Oct-2008	2008-010704
India	Eat Better. Feel Better.	15-Jan-2007	01523724
India	Tropical Smoothie	15-Jan-2007	01523727
India	Tropical Smoothie Cafe	15-Jan-2007	01523725
India	Tropical Smoothie Café and Design	15-Jan-2007	01523726
USA	Hummus Among Us	N/A	Unfiled
USA	Kinda Cubano	N/A	Unfiled

[Trademark Security Agreement]