TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GREAT ITALIAN CUISINE, LLC		05/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
FAST FRESH ITALIAN, LLC		05/04/2011	LIMITED LIABILITY COMPANY: ILLINOIS
GO ROMA FRANCHISING, INC.		05/04/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HBK INVESTMENTS L.P., as Agent
Street Address:	300 Crescent Court, Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2920839	CIAO FOR NOW
Registration Number:	2861134	GO ROMA
Registration Number:	2917512	GO ROMA ITALIAN KITCHEN
Registration Number:	3477815	REAL EASY ITALIAN

CH $115.00 2920839

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 683-5627
Email: nancychow@paulhastings.com
Correspondent Name: Nancy Chow
Address Line 1: Paul, Hastings, Janofsky & Walker LLP
Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	57346.00024
NAME OF SUBMITTER:	Nancy Chow
Signature:	/Nancy Chow/
Date:	05/04/2011

Total Attachments: 6
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 4th day of May, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **HBK INVESTMENTS L.P.**, a Delaware limited partnership, in its capacity as Agent for the Noteholder Group (together with its successors, "Agent").

RECITALS

A. Pursuant to that certain Note Exchange Agreement dated as of May 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Note Exchange Agreement") by and among **FORKLIFT HOLDINGS, INC.**, a Delaware corporation ("Holdings"), **ANDRE-BOUDIN HOLDING COMPANY, INC.**, a California corporation (the "Company"), **ANDRE-BOUDIN BAKERIES, INC.**, a California corporation ("AB Bakeries"), **FISHERMAN'S WHARF SOURDOUGH FRENCH BREAD BAKERIES, INC.**, a California corporation ("French Bread Bakeries"), **BOUDIN PROPERTIES OPERATING, INC.**, a California corporation ("Boudin Properties"), **BOUDIN BAKERIES, INC.**, a California corporation ("Boudin Bakeries"), **SAN FRANCISCO BREAD COMPANY**, a California corporation ("San Francisco Bread"), **CHICAGO BREAD COMPANY**, a California corporation ("Chicago Bread"), and **SAN DIEGO BREAD COMPANY**, a California corporation ("San Diego Bread", and together with each of Holdings, the Company, AB Bakeries, Boudin Properties, Boudin Bakeries, French Bread Bakeries, San Francisco Bread, Chicago Bread and the respective current and future Subsidiaries of San Diego Bread, the Company, AB Bakeries, Boudin Properties, Boudin Bakers, French Bread Bakeries, San Francisco Bread and Chicago Bread, collectively the "Issuers", and each an "Issuer"), and the Holders (including, without limitation, the Initial Purchaser) from time to time parties thereto or beneficiaries thereof, and Agent and the Holders are willing to make certain financial accommodations available to the Issuers pursuant to the terms and conditions thereof;

B. The members of the Noteholder Group are willing to make the financial accommodations to the Issuers as provided for in the Note Exchange Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Noteholder Group, that certain Amended and Restated Security Agreement dated as of May 4, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

C. The Grantors signatory thereto and Agent are parties to that certain Trademark Security Agreement, dated as of September 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Original Trademark Security Agreement"); and

D. Pursuant to the Security Agreement, the undersigned Grantors are required to execute and deliver to Agent, for the benefit of the Noteholder Group, this Trademark Security Agreement.

AGREEMENT

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 to amend and restate the Original Trademark Security Agreement in its entirety 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 Note Exchange Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Agent, for the benefit of the Noteholder Group, 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 Trademarks licenses under any 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

(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.

Notwithstanding anything herein to the contrary, in no event shall the Security Interest attach to, or shall "Trademark Collateral" include any "intent to use" trademark applications for which a statement of use or an amendment to allege use has not been filed (it being understood that upon the filing of such statement of use or amendment to allege use, the Security Interest shall immediately attach to and such trademark application shall immediately constitute "Trademark Collateral", without any further action on the part of any party).

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 Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Holders, 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 Noteholder Group, 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 (and in any event within 10 days of receipt of such new trademarks or renewal or extension of any trademark registration) notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration pursuant to Section 6(g)(iv)(y) of the Security Agreement. Without limiting Grantors' obligations under this Section 5, 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. Multiple Counterparts. This Trademark Security Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart. The exchange of copies of this Trademark Security Agreement and of signature pages to this Trademark Security

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Agreement by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties thereto and may be used in lieu of the original of this Trademark Security Agreement for all purposes. Signatures of the parties transmitted by facsimile or .pdf shall be deemed to be their original signatures for all purposes.

7. Construction. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Words in respect of one gender include each other gender where appropriate. With reference to this Trademark Security Agreement, unless otherwise specified in this Agreement, (i) Article, Section, Exhibit and Schedule references are to the Notes Document in which such reference appears; (ii) the words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Notes Document shall refer to such Notes Document as a whole and not to any particular provision thereof; (iii) the terms "knowledge" or "known" when used with respect to any or all of the Issuers shall be deemed to be a reference to the knowledge of any president, chief executive officer or chief financial officer of such Issuer(s); (iv) any references to equity interests or other interests of "Holder" or "Holders" in any entity, property or assets, and any references to things owned by "Holder" or "Holders" or obligations owed to "Holder" or "Holders", shall include all such equity interests, ownership interests and obligations owned by or owed to all of the Holders, collectively; (v) the term "including" is by way of example and not limitation; (vi) the term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form; (vii) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including;" and (ix) unless the context of this Trademark Security Agreement or any other Notes Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".

8. Governing Law. This Trademark Security Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of law principles.

9. Amendment and Restated; No Novation.

(a) This Trademark Security Agreement amends and restates in its entirety the Original Trademark Security Agreement. The security interests granted by each Grantor to any of Agent or the Holders in the Trademark Collateral under the Trademark Security Agreement continue without interruption under this Trademark Security Agreement to secure the Secured Obligations and such security interests are hereby reaffirmed, ratified and confirmed in all respects.

(b) Nothing herein contained shall be construed as a substitution, novation, discharge or release of the obligations or liabilities outstanding under the Original Trademark Security Agreement, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Trademark Security Agreement shall be construed as a release or other discharge of any Grantor from any of its obligations or liabilities under the Original Trademark Security Agreement. Each Grantor hereby confirms and agrees that on and after the date hereof all references in any Notes Document to "the Trademark Security Agreement," "thereto," "thereof," "thereunder" or words of like import referring to the Original Trademark Security Agreement shall be a reference to the Original Trademark Security Agreement as amended and restated by this Trademark Security Agreement

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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.

GRANTORS:

GREAT ITALIAN CUISINE, LLC,
a Delaware limited liability company
FAST FRESH ITALIAN, LLC,
an Illinois limited liability company
GO ROMA FRANCHISING, INC.,
a Delaware corporation

By: _____
Name: David Wolfgram
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

HBK INVESTMENTS L.P.,
a Delaware limited partnership

By: _____
Name:
Title: J. Baker Gaddy, Jr.
Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.
Fast Fresh Italian, LLC	United States	Ciao for Now	2,920,839
Fast Fresh Italian, LLC	United States	Go Roma	2,861,134
Fast Fresh Italian, LLC	United States	Go Roma Italian Kitchen	2,917,512
Fast Fresh Italian, LLC	United States	Really Easy Italian	3,477,815

Trade Names

Ciao for Now, Go Roma, Go Roma Italian Kitchen, Really Easy Italian

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses