

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOE'S FRANCHISOR LLC		02/21/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3341662	A MOE'S BURRITO IN EVERY HAND	
Registration Number:	3943806	FEED THE MOEMENT	
Registration Number:	3375897	MOE KNOWS BURRITOS	
Registration Number:	3989089	MOE'S SOUTHWEST GRILL	
Registration Number:	3037577	MOE'S KNOWS BURRITOS	
Registration Number:	2650129	MOE'S SOUTHWEST GRILL	
Registration Number:	2699371	MOES SOUTHWEST GRILL	
Registration Number:	3762299	MOE'S SOUTHWEST GRILL	
Serial Number:	85116139	TACO STACK	
Registration Number:	3335685	WELCOME TO MOES	
Registration Number:	3435299	WELCOME TO MOE'S	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		

OP \$290.00 3341662

Phone: 2023704761

Email: tfahey@nationalcorp.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F138170

NAME OF SUBMITTER:

Karen S. Cottrell

Signature:

/Karen S. Cottrell/

Date:

03/01/2012

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of February 21, 2012, between MOE'S FRANCHISOR LLC, a Georgia limited liability company (the "**Grantor**"), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Focus Brands Inc. (the "**Borrower**"), Focus Brands Holdings Inc., the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement dated as of February 21, 2012 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Second Lien Guarantee and Collateral Agreement dated as of February 21, 2012 (as amended and/or supplemented from time to time, the "**Guarantee and Collateral Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under 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 acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be

granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Trademark License to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MOE'S FRANCHISOR LLC

By: 

Name: Russell Umphenour, Jr.

Title: Chief Executive Officer

Acknowledged:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Collateral Agent

By: 

Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By: 

Name: KEVIN BUDDHDEW  
Title: ASSOCIATE

*Signature Page to Second Lien Trademark Security Agreement  
[Moe's Franchisor LLC]*

**TRADEMARK**  
**REEL: 004728 FRAME: 0137**

**MOE'S FRANCHISOR LLC**  
**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
A MOE'S BURRITO IN EVERY HAND & DESIGN	USA	78/816298	16-Feb-06	3341662	20-Nov-07
FEED THE MOMENT	USA	85/102936	09-Aug-10	3943806	12-Apr-11
MOE KNOWS BURRITOS	USA	78/359431	29-Jan-04	3375897	29-Jan-08
MOE'S SOUTHWEST GRILL & DESIGN	USA	85/163776	28-Oct-2010	3989089	5-Jul-11
MOE'S KNOWS BURRITOS	USA	78/359396	29-Jan-04	3037577	03-Jan-06
MOE'S SOUTHWEST GRILL	USA	76/042554	08-May-00	2650129	12-Nov-02
MOE'S SOUTHWEST GRILL & DESIGN	USA	76/180755	13-Dec-00	2699371	25-Mar-03
MOE'S SOUTHWEST GRILL & DESIGN	USA	77/665926	09-Feb-09	3762299	23-Mar-10
TACO STACK	USA	85/116139	26-aug-10		
WELCOME TO MOES	USA	76/625439	22-Dec-04	3335685	13-Nov-07
WELCOME TO MOES	USA	77/285540	21-Sep-07	3435299	27-May-08

### TRADEMARK LICENSES

<b>Licensee Name</b>	<b>Focus Brands Entity</b>	<b>Agreement</b>	<b>Contract Status</b>	<b>Agreement Date</b>
Blount Seafood Corporation	Moe's Franchisor LLC	License Agreement (soup for sale in BJ's)	Effective	2/11/11
Cains Foods, L.P.	Moe's Franchisor LLC	License Agreement (salad dressing for sale in BJ's)	Effective	2/22/11
Cedars Mediterranean Foods, Inc.	Moe's Franchisor LLC	License Agreement (salsa, bean dip for sale in BJ's)	Effective	3/22/11
Don Miguel Foods Corp.	Moe's Franchisor LLC	License Agreement (refrigerated appetizers for sale in BJ's)	Effective	3/24/11
Good Foods Group LLC	Moe's Franchisor LLC	License Agreement (guacamole for sale in BJ's)	Effective	2/17/11
Lakeview Farms, Inc.	Moe's Franchisor LLC	License Agreement (5 layer dip, for sale in BJ's)	Effective	2/11/2011
Seabrook Brothers & Sons, Inc.	Moe's Franchisor LLC	License Agreement (frozen fajita vegetables for sale in BJ's)	Effective	3/22/11