

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garden Fresh Restaurant Corp.		08/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corportion, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Serial Number:	77735903	ALBONDIGAS LOCAS SOUP
Registration Number:	3100808	
Registration Number:	3792258	JOAN'S BROCCOLI MADNESS
Registration Number:	3103947	
Registration Number:	3828375	WONTON CHICKEN HAPPINESS

CORRESPONDENCE DATA	
Fax Number:	3129939767
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-993-2698
Email:	magdalini.rizakos@lw.com
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins
Address Line 1:	233 South Wacker Drive, Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
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OP \$140.00 77735903

Signature:	/mr/
Date:	08/29/2012
Total Attachments: 5 source=Garden Fresh- First Lien Trademark Security Agreement#page1.tif source=Garden Fresh- First Lien Trademark Security Agreement#page2.tif source=Garden Fresh- First Lien Trademark Security Agreement#page3.tif source=Garden Fresh- First Lien Trademark Security Agreement#page4.tif source=Garden Fresh- First Lien Trademark Security Agreement#page5.tif	

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of August 29, 2012, is entered into between GARDEN FRESH RESTAURANT CORP., a Delaware corporation ("Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Agent.

WITNESSETH:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of December 22, 2005 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on January 19, 2006 at Reel 3230, Frame 0037 and which granted to Agent, a first priority security interest in all of Grantor's Trademark Collateral listed on Exhibit A attached thereto. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, the parties desire to amend the Existing Trademark Security Agreement to add additional trademarks to the Existing Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. The schedule attached to the Existing Trademark Security Agreement is hereby amended and supplemented by adding thereto the trademarks listed on Schedule 1 attached hereto (the "Additional Trademarks"), and the Grantor hereby confirms, ratifies and acknowledges the grant to the Agent of a lien on and security interest in the Additional Trademarks.

2. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Loan Document (as defined in the Credit Agreement).

3. Representations. Grantor hereby represents and warrants to Agent that this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment. This Amendment may be authenticated by manual signature, facsimile or, if approved by Agent, other electronic means, all of which shall be equally valid.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

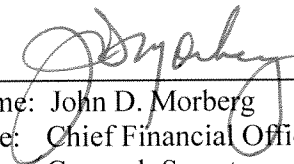
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GARDEN FRESH RESTAURANT CORP.

By: 
Name: John D. Morberg
Title: Chief Financial Officer, General Counsel, Secretary and Treasurer

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

[Signature Page to Amendment to Trademark Security Agreement]


TRADEMARK
REEL: 004852 FRAME: 0658

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GARDEN FRESH RESTAURANT CORP.

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Thomas P. Rorbe
Title: Its Duly Authorized Signatory

[Signature Page to Amendment to
Trademark Security Agreement]

SCHEDULE 1

TRADEMARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
ALBONDIGAS LOCAS SOUP	77/735,903	05/13/2009	3,792,257	05/25/2010
HALF TOMATO DESIGN	78/661,847	06/30/2005	3,100,808	06/06/2006
JOAN'S BROCCOLI MADNESS	77/735,945	05/13/2009	3,792,258	05/25/2010
WHOLE TOMATO DESIGN	78/661,910	06/30/2005	3,103,947	06/13/2006
WON TON CHICKEN HAPPINESS	77/979,856	05/21/2009	3,828,375	08/03/2010