

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment to Trademark Security Agreement (Second Lien)

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

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

<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	77735903	ALBONDIGAS LOCAS SOUP
<b>Serial Number:</b>	78661847	
<b>Serial Number:</b>	77735945	JOAN'S BROCCOLI MADNESS
<b>Serial Number:</b>	78661910	
<b>Serial Number:</b>	77979856	WONTON CHICKEN HAPPINESS

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

<b>NAME OF SUBMITTER:</b>	Magdalini Rizakos
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Signature:	/mr/
Date:	08/30/2012
<b>Total Attachments: 5</b> source=Garden Fresh- Second Lien Trademark Security Agreement#page1.tif source=Garden Fresh- Second Lien Trademark Security Agreement#page2.tif source=Garden Fresh- Second Lien Trademark Security Agreement#page3.tif source=Garden Fresh- Second Lien Trademark Security Agreement#page4.tif source=Garden Fresh- Second Lien Trademark Security Agreement#page5.tif	

## AMENDMENT TO TRADEMARK SECURITY AGREEMENT

(Second Lien)

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 18, 2006 at Reel 3230, Frame 0558 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.

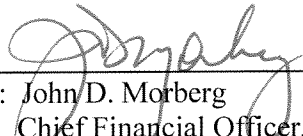
(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition 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 (Second Lien)]


**TRADEMARK**  
**REEL: 004853 FRAME: 0520**

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. Krabe  
Title: Its Duly Authorized Signatory

[Signature Page to Amendment to  
Trademark Security Agreement (Second Lien)]

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**TRADEMARK**  
**REEL: 004853 FRAME: 0521**

**SCHEDULE 1**

<b>TRADEMARK</b>	<b>SERIAL NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
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