

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
Zoe's Kitchen USA, LLC		11/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4071674	SIMPLE. TASTY. FRESH!	
Registration Number:	2783558	ZOE'S KITCHEN	
Registration Number:	2921237	EAT SMART. EAT FRESH.	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<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)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	342930-00016		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$90.00 4071674

Signature:	/Carole Dobbins/
Date:	11/30/2012
Total Attachments: 5 source=Trademark Security Agreement - Zoe's Kitchen#page1.tif source=Trademark Security Agreement - Zoe's Kitchen#page2.tif source=Trademark Security Agreement - Zoe's Kitchen#page3.tif source=Trademark Security Agreement - Zoe's Kitchen#page4.tif source=Trademark Security Agreement - Zoe's Kitchen#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to (i) the Amended and Restated Credit Agreement dated as of September 23, 2011 (as amended by the Third Amendment (defined below) and as the same has otherwise been and may hereafter be amended, restated, supplemented or otherwise modified from time to time “Credit Agreement”) by and among General Electric Capital Corporation, as Agent and a Lender, the financial institutions party thereto as lenders (collectively, the “Lenders”) and Zoe’s Kitchen USA, LLC, a Delaware limited liability company (“Borrower”), Zoe’s Kitchen Inc., a Delaware corporation (“Holdings”) and certain other Subsidiaries of Borrower and Holdings party thereto as “Credit Parties” and (ii) the Third Amendment to Credit Agreement and Reaffirmation of Loan Documents dated as of November 30, 2012 (the “Third Amendment”) by and among Borrower, Holdings and the other Persons party to the Credit Agreement as Credit Parties which are also party to the Third Amendment, the various institutions party thereto as new Lenders under the Credit Agreement (in such capacity, each a “New Lender” and collectively the “New Lenders”), the various institutions party to the Credit Agreement as Lenders, and General Electric Capital Corporation, as Agent, the Lenders and New Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of December 14, 2007 in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guaranteed Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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.

Very truly yours,

ZOE'S KITCHEN USA, LLC, a Delaware limited liability company

By: 
Name: Jason Morgan
Title: Chief Financial Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial No.	Application Date	Registration No.	Registration Date	Owner/Applicant
SIMPLE, TASTY, FRESH!	85142372	9/30/10	4071674	12/13/11	Zoe's Kitchen USA, LLC
ZOE'S KITCHEN	76151679	10/23/00	2783558	11/18/03	Zoe's Kitchen USA, LLC
EAT SMART. EAT FRESH.	76492522	2/26/03	2921237	1/25/05	Zoe's Kitchen USA, LLC