

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
Garden Fresh Restaurant Corp.		10/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Apollo Investment Corporation, as Collateral Agent
Street Address:	9 West 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4341649	SWEET TOMATOES FIELD KITCHEN
Registration Number:	4341648	FIELD KITCHEN
Registration Number:	3103947	
Registration Number:	3100808	
Registration Number:	2862656	GARDEN FRESH
Registration Number:	2838584	KITCHEN CABINET
Registration Number:	2874348	CLUB VEG
Registration Number:	2786640	BEHIND THE FOOD
Registration Number:	3828375	WONTON CHICKEN HAPPINESS
Registration Number:	3792258	JOAN'S BROCCOLI MADNESS
Registration Number:	3792257	ALBONDIGAS LOCAS SOUP
Registration Number:	2500463	LOTS TO FEEL GOOD ABOUT
Registration Number:	2592113	SWEET TOMATOES
Registration Number:	2449944	SOUPLANTATION

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Registration Number:	1663057	SWEET TOMATOES
Registration Number:	2072184	GARDEN FRESH RESTAURANT CORP.
Registration Number:	1913980	SWEET TOMATOES
Registration Number:	1383741	SOUPLANTATION

CORRESPONDENCE DATA

Fax Number: 6175269899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628
 Email: cslattery@proskauer.com
 Correspondent Name: Christine Slattery
 Address Line 1: Proskauer Rose LLP
 Address Line 2: One International Place
 Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11964/009
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	10/03/2013

Total Attachments: 4
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GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of October 3, 2013, by Garden Fresh Restaurant Corp., a Delaware corporation (“Grantor”), in favor of Apollo Investment Corporation, a Maryland Corporation, (“Apollo”) in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 3, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Apollo, as the Collateral Agent for itself and the Lenders

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby, but excluding any intent-to-use trademark applications to the extent and for so long as creation by a Grantor of a security interest therein would result in the abandonment, cancellation, invalidation or unenforceability thereof (the “IP Collateral”), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

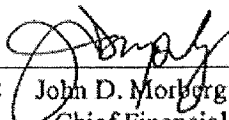
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

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 set forth above.

GARDEN FRESH RESTAURANT CORP.

By: 
Name: John D. Morberg
Title: Chief Financial Officer

[Signature Page to the Trademark Security Agreement – Term Loan D]

TRADEMARK
REEL: 005124 FRAME: 0321

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Serial Number	Filing Date	Registration Number	Registration Date
JOAN'S BROCCOLI MADNESS (CANADA)	1623634	4/23/13		
JOAN'S BROCCOLI MADNESS (MEXICO)	1367843	4/23/13		
SWEET TOMATOES FIELD KITCHEN	85/720220	9/4/2012	4341649	5/28/2013
FIELD KITCHEN	85/720155	9/4/2012	4341648	5/28/2013
WHOLE TOMATO DESIGN	78/661910	6/30/2005	3103947	6/13/2006
HALF TOMATO DESIGN	78/661847	6/30/2005	3100808	6/6/2006
GARDEN FRESH	78/216631	2/19/2003	2862656	7/13/2004
KITCHEN CABINET	78/204232	1/16/2003	2838584	5/4/2004
CLUB VEG	78/204221	1/16/2003	2874348	8/17/2004
BEHIND THE FOOD	78/204204	1/16/2003	2786640	11/25/2003
WONTON CHICKEN HAPPINESS	77/979856	5/21/2009	3828375	8/3/2010
JOAN'S BROCCOLI MADNESS	77/735945	5/13/2009	3792258	5/25/2010
ALBONDIGAS LOCAS SOUP	77/735903	5/13/2009	3792257	5/25/2010
LOTS TO FEEL GOOD ABOUT	76/203322	1/30/2001	2500463	10/23/2001
SWEET TOMATOES	75/727961	6/14/1999	2592113	7/9/2002
SOUPLANTATION	75/727804	6/14/1999	2449944	5/8/2001
SWEET TOMATOES	74/035742	3/7/1990	1663057	10/29/1991
GARDEN FRESH RESTAURANT CORP.	74/577537	9/23/1994	2072184	6/17/1997
SWEET TOMATOES	74/548259	7/12/1994	1913980	8/22/1995
SOUPLANTATION	73/492498	7/30/1984	1383741	2/18/1986