

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
FIRST WATCH RESTAURANTS, INC.		02/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86054255	SEAT & EAT	
Registration Number:	4401604	TRI-ATHLETE	
Registration Number:	4417691	FIRSTWATCH THE DAYTIME CAFÉ	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.038		

OP \$90.00 86054255

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	02/03/2014
Total Attachments: 5 source=First Watch Trademark Security Agreement#page1.tif source=First Watch Trademark Security Agreement#page2.tif source=First Watch Trademark Security Agreement#page3.tif source=First Watch Trademark Security Agreement#page4.tif source=First Watch Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 3, 2014, by and between FIRST WATCH RESTAURANTS, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL LLC (successor to Golub Capital Management LLC), in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 23, 2011, by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, as a condition to the execution and delivery of the Credit Agreement, Administrative Agent and Lenders have required, among other things, that Grantor execute the Security Agreement (as defined below);

WHEREAS, pursuant to that certain Security Agreement, dated as of December 23, 2011, by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as a verified statement of use or amendment to allege use is filed with respect to such trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. RELEASE OF COLLATERAL OR GRANTORS; TERMINATION. The terms of Section 10.12 ("Release of Collateral or Guarantors") of the Credit Agreement are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms. Upon the Termination Date, the liens and security interest granted hereby shall terminate, and all rights to the Trademarks shall revert to the applicable Grantors or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of appropriate releases of security interests in the Trademarks, and take such further action as is reasonably requested by any Grantor in respect of the foregoing.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIRST WATCH RESTAURANTS, INC.

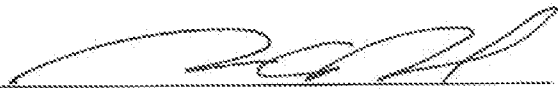
By: _____

Name: Paul Hineman

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name:

Title:

Schedule A

Registered Trademarks

Mark	Registration No.	Registration Date
SEAT & EAT	Serial No. 86054255	2013-09-03 (Application Date)
TRI-ATHLETE	4401604	2013-09-10
FIRST WATCH THE DAYTIME CAFÉ (and design)	4417691	2013-10-15