

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Souper Salad, LLC		08/28/2014	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Jefferson Bank		
Street Address:	1777 Northeast Loop 410		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78217		
Entity Type:	Texas State Financial Institution: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85098452	SOUPER FRESH CLUB	
CORRESPONDENCE DATA			
Fax Number:	2104263610		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2104263600		
Email:	sdpitts@lvlawgroup.net		
Correspondent Name:	Luttrell + Villarreal Law Group		
Address Line 1:	400 N. Loop 1604 E.		
Address Line 2:	Suite 208		
Address Line 4:	San Antonio, TEXAS 78232		
NAME OF SUBMITTER:	Leslie M. Luttrell		
SIGNATURE:	/Leslie M. Luttrell/		
DATE SIGNED:	09/10/2014		
Total Attachments: 19			
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made on August 28, 2014 by the Debtor (whether one or more) named in paragraph 1 of this Agreement in favor of JEFFERSON BANK ("Secured Party"), whose address is P.O. Box 5190, San Antonio, TX, 78201-0190. Debtor hereby agrees with Secured Party as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated below:

(a) The term "**Debtor**" means:

The following organizations (whether one or more) with the following organizational numbers, whose principal places of business are located at the following addresses:

Name: **SOUPER SALAD, LLC**

Organizational Number: **801985245**

Address: **2811 McKinney Avenue, Suite 354
Dallas, Texas 75204**

(b) The term "**Obligor**" means Debtor.

(c) The term "**Code**" means the Texas Business and Commerce Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

(d) The term "**Collateral**" means all of the personal property of Debtor as set forth below (as indicated), wherever located, and now owned or hereafter acquired:

(i) All "**general intangibles**" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property owned by Debtor or used in Debtor's business, including, but not limited to, those certain trademarks described on Exhibit "A," attached hereto and made a part hereof for all purposes.

(ii) All "**supporting obligations**" as defined in the Code, and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(iii) The term "**Collateral**" as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Debtor which may at any time come into the possession of Secured Party. The designation of proceeds does not authorize Debtor to sell, transfer or

otherwise convey any of the foregoing property except finished goods intended for sale in the ordinary course of Debtor's business or as otherwise provided herein.

(e) The term "Indebtedness" shall mean the following:

(i) all indebtedness, obligations and liabilities of Obligor to Secured Party of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, and regardless of whether such indebtedness, obligations and liabilities may, prior to their acquisition by Secured Party, be or have been payable to or in favor of a third party and subsequently acquired by Secured Party (it being contemplated that Secured Party may make such acquisitions from third parties), including without limitation all indebtedness, obligations and liabilities of Obligor to Secured Party now existing or hereafter arising by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement or otherwise, including, without limitation the Loan Modification and Assumption Agreement dated August 28, 2014 evidencing the assumption by Debtor of that certain promissory note having a principal balance as of the date of the assumption in the amount of \$1,300,000.00 executed by Debtor and payable to the order of Secured Party;

(ii) all additional indebtedness as may be executed by Debtor in favor of Secured Party whether now existing or hereafter created;

(iii) all accrued but unpaid interest on any of the Indebtedness;

(iv) all obligations of Obligor to Secured Party under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in (i) and (ii) above;

(v) all costs and expenses incurred by Secured Party in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) (iii) and (iv) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees;

(vi) all renewals, extensions, modifications, rearrangements, or enlargements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above and any promissory note or notes given in renewal, substitution, or replacement for the promissory note or notes described in (i) above.

(f) The term "Loan Documents" shall mean all instruments and documents evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness, including without limitation, the Loan Agreement.

(g) The term "Obligated Party" shall mean any party other than Obligor, including, without limitation, Debtor, who secures, guarantees and/or is otherwise obligated to pay all or any portion of the Indebtedness.

All words and phrases used herein which are expressly defined in Section 1.201 or Chapter 9 of the Code shall have the meaning provided for therein. Other words and phrases defined elsewhere in the



Code shall have the meaning specified therein except to the extent such meaning is inconsistent with a definition in Section 1.201 or Chapter 9 of the Code.

2. **Security Interest.** As security for the Indebtedness, Debtor, for value received, hereby pledges and grants to Secured Party a continuing security interest in the Collateral.

3. **Representations and Warranties.** In addition to any representations and warranties of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor hereby represents and warrants the following to Secured Party:

(a) **Authority.** The execution, delivery and performance of this Agreement and all of the other Loan Documents by Debtor have been duly authorized by all necessary corporate action of Debtor, to the extent Debtor is a corporation, by all necessary partnership action, to the extent Debtor is a partnership, or by all necessary limited liability company action, to the extent Debtor is a limited liability company.

(b) **Accuracy of Information.** All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Collateral is true and correct. The exact legal name, social security number (if applicable), tax identification number, employee identification number and organization number of Debtor is correctly shown in the first paragraph hereof.

(c) **Enforceability.** This Agreement and the other Loan Documents constitute legal, valid and binding obligations of Debtor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) **Ownership and Liens.** Debtor has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement. To the best of Debtor's knowledge, no dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral. Debtor has not executed any other security agreement currently affecting the Collateral and no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except as may have been executed or filed in favor of Secured Party.

(e) **No Conflicts or Consents.** Neither the ownership, the intended use of the Collateral by Debtor, the grant of the security interest by Debtor to Secured Party herein nor the exercise by Secured Party of its rights or remedies hereunder, will (i) conflict with any provision of (A) any domestic or foreign law, statute, rule or regulation, (B) the articles or certificate of incorporation, charter, bylaws, partnership agreement, articles or certificate of organization, or regulations as the case may be, of Debtor, or (C) any agreement, judgment, license, order or permit applicable to or binding upon Debtor, or (ii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Debtor or of any person except as may be expressly contemplated in the Loan Documents. Except as expressly contemplated in the Loan Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or third party is required in connection with the grant by Debtor of the security interest herein or the exercise by Secured Party of its rights and remedies hereunder.

(f) **Security Interest.** Debtor has and will have at all times full right, power and authority to grant a security interest in the Collateral to Secured Party in the manner provided herein, free and clear of

any lien, security interest or other charge or encumbrance. This Agreement creates a legal, valid and binding security interest in favor of Secured Party in the Collateral securing the Indebtedness. To the extent permitted in the Code, possession by Secured Party of all certificates, instruments and cash constituting Collateral from time to time and/or the filing of the financing statements delivered prior hereto and/or concurrently herewith by Debtor to Secured Party will perfect and establish the first priority of Secured Party's security interest hereunder in the Collateral.

(g) **Location/Identity.** Debtor's principal residence or place of business and chief executive office (as those terms are used in the Code), as the case may be is located at the address set forth on the first page hereof. Except as specified elsewhere herein, all Collateral and records concerning the Collateral shall be kept at such address. Debtor's organizational structure, state of organization, and organizational number (the "Organizational Information") are as set forth on the first page hereof. Except as specified herein, the Organizational Information shall not change.

(h) **Solvency of Debtor.** As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Debtor at the time of the execution of this Agreement, (i) Debtor is and will be solvent, (ii) the fair saleable value of Debtor's assets exceeds and will continue to exceed Debtor's liabilities (both fixed and contingent), (iii) Debtor is paying and will continue to be able to pay its debts as they mature, and (iv) if Debtor is not an individual, Debtor has and will have sufficient capital to carry on Debtor's businesses and all businesses in which Debtor is about to engage.

(i) **Exclusion of Certain Collateral.** Unless otherwise agreed by Secured Party, the Collateral does not include any aircraft, watercraft or vessels, railroad cars, railroad equipment, locomotives or other rolling stock intended for a use related to interstate commerce.

4. **Affirmative Covenants.** In addition to all covenants and agreements of Debtor set forth in the Loan Documents, which are incorporated herein by this reference, Debtor will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Secured Party shall otherwise consent in writing.

(a) **Ownership and Liens.** Debtor will maintain good and marketable title to all Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the security interests and other encumbrances expressly permitted herein or by the other Loan Documents. Debtor will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Debtor will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Secured Party. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, for the purpose of terminating any financing statements currently filed with respect to the Collateral. Debtor will defend at its expense Secured Party's right, title and security interest in and to the Collateral against the claims of any third party.

(b) **Further Assurances.** Debtor will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Secured Party may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (A) executing (if requested) and filing such financing or continuation statements, or amendments thereto; and (B) furnishing to Secured Party from

time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, all in reasonable detail satisfactory to Secured Party.

(c) **Inspection of Collateral.** Debtor will keep adequate records concerning the Collateral and will permit, on three (3) business days' advance written notice, Secured Party and all representatives and agents appointed by Secured Party to inspect any of the Collateral and the books and records of or relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information.

(d) **Payment of Taxes.** Debtor (i) will timely pay applicable taxes, assessments and governmental charges or levies imposed upon the Collateral or any part thereof, (ii) will timely pay all lawful claims which, if unpaid, might become a lien or charge upon the Collateral or any part thereof, and (iii) will maintain appropriate accruals and reserves for all such liabilities in a timely fashion in accordance with generally accepted accounting principles. Debtor may, however, delay paying or discharging any such taxes, assessments, charges, claims or liabilities so long as the validity thereof is contested in good faith by proper proceedings and provided Debtor has set aside on Debtor's books adequate reserves therefor; provided, however, Debtor understands and agrees that in the event of any such delay in payment or discharge and upon Secured Party's written request, Debtor will establish with Secured Party an escrow acceptable to Secured Party adequate to cover the payment of such taxes, assessments and governmental charges with interest, costs and penalties and a reasonable additional sum to cover possible costs, interest and penalties (which escrow shall be returned to Debtor upon payment of such taxes, assessments, governmental charges, interests, costs and penalties or disbursed in accordance with the resolution of the contest to the claimant) or furnish Secured Party with an indemnity bond secured by a deposit in cash or other security acceptable to Secured Party. Notwithstanding any other provision contained in this Subsection, Secured Party may at its discretion exercise its rights under **Subsection 6(c)** at any time to pay such taxes, assessments, governmental charges, interest, costs and penalties.

(e) **Condition of Goods.** Debtor will maintain, preserve, protect and keep all Collateral which constitutes goods in good condition, repair and working order and will cause such Collateral to be used and operated in good and workmanlike manner, in accordance with applicable laws and in a manner which will not make void or cancelable any insurance with respect to such Collateral. Debtor will promptly make or cause to be made all repairs, replacements and other improvements to or in connection with the Collateral which Secured Party may request from time to time.

(f) **Accounts and General Intangibles.** Debtor will, except as otherwise provided in **Subsection 6(e)**, collect, at Debtor's own expense, all amounts due or to become due under each of the accounts and general intangibles. In connection with such collections, Debtor may and, at Secured Party's direction, will take such action not otherwise forbidden as Debtor or Secured Party may deem necessary or advisable to enforce collection or performance of each of the accounts and general intangibles. Debtor will also duly perform and cause to be performed all of its obligations with respect to the goods or services, the sale or lease or rendition of which gave rise or will give rise to each account and all of its obligations to be performed under or with respect to the general intangibles. Debtor also covenants and agrees to take any action and/or execute any documents that Secured Party may request in order to comply with the Federal Assignment of Claims Act, as amended.

(g) **No representations.** DEBTOR WARRANTS AND REPRESENTS THAT IT HAS BEEN GIVEN A REASONABLE PERIOD OF TIME TO CONSIDER THIS AGREEMENT AND HAS THOROUGHLY REVIEWED AND AGREED TO ITS TERMS WITH THE ADVISE OF COUNSEL OF ITS CHOOSING. DEBTOR WARRANTS TO SECURED PARTY THAT IT DID NOT RELY AND HAS

NOT RELIED UPON ANY REPRESENTATIONS OR STATEMENTS MADE BY SECURED PARTY, SECURED PARTY'S AGENTS OR COUNSEL WITH REGARD TO (1) THE STATUS, COMPLETENESS AND/OR CONDITION OF THE COLLATERAL, (2) THE SUBJECT MATTER OR EFFECT OF THIS AGREEMENT, AND/OR (3) ANY OTHER FACTS OR ISSUES WHICH MIGHT BE DEEMED MATERIAL TO DEBTOR'S DECISION TO ENTER INTO THIS AGREEMENT, OTHER THAN AS SPECIFICALLY STATED IN THIS AGREEMENT.

(h) **No duty.** DEBTOR IS NOT RELYING UPON A LEGAL DUTY, IF ONE EXISTS, ON THE PART OF SECURED PARTY (OR SECURED PARTY'S EMPLOYEES, AGENTS AND/OR ATTORNEYS) TO DISCLOSE ANY INFORMATION IN CONNECTION THE EXECUTION OF THIS AGREEMENT OR ITS PREPARATION; IT BEING EXPRESSLY AGREED AND UNDERSTOOD THAT DEBTOR SHALL NOT ASSERT AND HEREBY WAIVES THE RIGHT TO ASSERT ANY FAILURE TO DISCLOSE INFORMATION BY SECURED PARTY AS A GROUND FOR CHALLENGING THIS AGREEMENT.

5. **Negative Covenants.** Debtor will comply with the covenants contained in this Section 5 at all times during the period of time this Agreement is effective, unless Secured Party shall otherwise consent in writing.

(a) **Transfer or Encumbrance.** Debtor will not, without Secured Party's prior written consent (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral, (ii) grant a lien or security interest in or execute, authorize, file or record any financing statement or other security instrument with respect to the Collateral to any party other than Secured Party, or (iii) deliver actual or constructive possession of any of the Collateral to any party other than Secured Party, except for (A) sales and leases of inventory in the ordinary course of business, and (B) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Debtor and made subject to the security interest under this Agreement, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim; provided, however, the exceptions permitted in clauses (A) and (B) above shall automatically terminate upon the occurrence of an Event of Default. Notwithstanding the express provisions of this paragraph 5(a), Secured Party acknowledges and understands that the Grantor intends, post-closing, to transfer all franchise agreements now owned and identified on Exhibit D and as may hereafter be created or acquired to an affiliate of Grantor. Contemporaneously with such transfer, Grantor covenants and agrees to notify Secured Party in writing and cause the affiliate, as a condition precedent to the transfer, to execute a security agreement in favor of Secured Party granting to Secured Party a first and prior lien on the franchise agreements, income, revenue, profits and proceeds. The failure of Debtor and Grantor to comply with this provision shall constitute an event of default under the terms of this Security Agreement and the Assumption Agreement.

(b) **Impairment of Security Interest.** Debtor will not knowingly take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.

(c) **Possession of Collateral.** Debtor will not, without Secured Party's prior written consent, cause or permit the removal of any Collateral from its possession, control and risk of loss, nor will Debtor cause or permit the removal of any Collateral (or records concerning the Collateral) from the address on the first page hereof other than (i) as permitted by Subsection 5(a), or (ii) in connection with the possession of any Collateral by Secured Party or by its bailee. If any Collateral is in the possession of a



third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

(e) **Compromise of Collateral.** Debtor will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall automatically terminate upon the occurrence of an Event of Default or upon Secured Party's written request. Debtor shall provide to Secured Party such information concerning (i) any adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Secured Party may request from time to time.

(f) **Financing Statement Filings.** Debtor recognizes that financing statements pertaining to the Collateral have been or may be filed in one or more of the following jurisdictions: the location of Debtor's principal residence, the location of Debtor's place of business, the location of Debtor's chief executive office, or other such place as the Debtor may be "located" under the provisions of the Code; where Debtor maintains any Collateral, or has its records concerning any Collateral, as the case may be. Without limitation of any other covenant herein, Debtor will neither cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Debtor's principal residence, the location of Debtor's place of business, or the location of Debtor's chief executive office, as the case may be, to a jurisdiction other than as represented in **Subsection 3(g)**, nor will Debtor change its name or the Organizational Information as represented in **Subsection 3(g)**, unless Debtor shall have notified Secured Party in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any written notice furnished pursuant to this Subsection, Debtor will expressly state that the notice is required by this Agreement and contains facts that may require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

Without limiting Secured Party's rights hereunder, Debtor authorizes Secured Party to file financing statements and amendments thereto under the provisions of the Code as amended from time to time.

6. **Rights of Secured Party.** Secured Party shall have the rights contained in this **Section 6** at all times during the period of time this Agreement is effective.

(a) **Additional Financing Statements Filings.** Debtor hereby authorizes Secured Party to file, without the signature of Debtor, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Debtor further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Secured Party may deem appropriate.

(b) **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, after the occurrence of an Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to obtain and adjust insurance required by Secured Party hereunder; (ii) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral; (iii) to receive, endorse and collect any drafts or other instruments, documents and chattel



paper in connection with clause (i) or (ii) above; and (iv) to file any claims or take any action or institute any proceedings which Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral.

(c) **Performance by Secured Party.** If Debtor fails to perform any agreement or obligation provided herein, Secured Party may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the indebtedness, secured by the Collateral and payable by Debtor on demand.

(d) **Debtor's Receipt of Proceeds.** Upon the occurrence of a default under the terms of this Agreement or any of the Loan Documents, all amounts and proceeds (including instruments and writings) received by Debtor in respect of such accounts or general intangibles shall be received in trust for the benefit of Secured Party hereunder and, upon request of Secured Party, shall be segregated from other property of Debtor and shall be forthwith delivered to Secured Party in the same form as so received (with any necessary endorsement) and applied to the indebtedness in such manner as Secured Party deems appropriate in its sole discretion.

(e) **Notification of Account Debtors.** Secured Party may at its discretion from time to time notify any or all obligors under any accounts or general intangibles (i) of Secured Party's security interest in such accounts or general intangibles and direct such obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Secured Party, and (ii) to verify the accounts or general intangibles with such obligors. Secured Party shall have the right, at the expense of Debtor, to enforce collection of any such accounts or general intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Debtor.

7. **Events of Default.** Each of the following constitutes an "Event of Default" under this Agreement:

(a) **Default in Payment.** The failure, refusal or neglect of Obligor to make any payment of principal or interest on the indebtedness, or any portion thereof, as the same shall become due and payable; or

(b) **Non-Performance of Covenants.** The failure of Obligor or any Obligated Party to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any of the other Loan Documents; or

(c) **Default Under other Loan Documents.** The occurrence of an event of default under the Loan Agreement or any of the other Loan Documents;

(d) **False Representation.** Any representation contained herein or in any of the other Loan Documents made by Obligor or any Obligated Party is false or misleading in any material respect;

(e) **Default to Third Party.** The occurrence of any event which permits the acceleration of the maturity of any indebtedness owing by Obligor or any Obligated Party to any third party under any agreement or undertaking; or

(f) **Debtor's Bankruptcy or Insolvency.** If Obligor or any Obligated Party: Insolvency (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying



its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming such party is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party.

(g) **Execution on Collateral.** The Collateral or any portion thereof is taken on execution or other process of law in any action against Debtor; or

(h) **Abandonment.** Debtor abandons the Collateral or any portion thereof; or

(i) **Action by Other Lienholder.** The holder of any lien or security interest on any of the assets of Debtor, including without limitation, the Collateral (without hereby implying the consent of Secured Party to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder; or

(j) **Search Report.** Secured Party shall receive at any time following the execution of this Agreement a search report indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in the report.

8. **Remedies and Related Rights.** Subject to the provisions of Section 9.4 of the Loan Agreement, if an Event of Default shall have occurred, and without limiting any other rights and remedies provided herein, under any of the other Loan Documents or otherwise available to Secured Party, Secured Party may exercise one or more of the rights and remedies provided in this Section.

(a) **Remedies.** Secured Party may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Collateral);

(ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;



(iv) sell or otherwise dispose of, at its office, on the premises of Debtor or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Secured Party's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Debtor hereby consents to any such appointment; and

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Secured Party is entitled to do so under the Code or otherwise, to the full extent permitted by the Code, Secured Party shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indebtedness.

In the event Secured Party shall elect to sell the Collateral, Secured Party may sell the Collateral without giving any warranties as and shall be permitted to specifically disclaim any warranties of title or the like. Further, if Secured Party sells any of the Collateral on credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the Indebtedness. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale. Debtor agrees that in the event Debtor or any Obligor is entitled to receive any notice under the Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the first page hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) **Application of Proceeds.** If any Event of Default shall have occurred, Secured Party may at its discretion apply or use any cash held by Secured Party as Collateral, and any cash proceeds received by Secured Party in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Secured Party may elect:

- (i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Secured Party in connection with (A) the administration of the Loan Documents, (B) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (C) the exercise or enforcement of any of the rights and remedies of Secured Party hereunder;

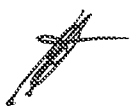


- (ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;
- (iii) to the satisfaction of the Indebtedness;
- (iv) by holding such cash and proceeds as Collateral;
- (v) to the payment of any other amounts required by applicable law (including without limitation, Section 9.615(a)(3) of the Code or any other applicable statutory provision); and
- (vi) by delivery to Debtor or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(c) **Deficiency.** In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Secured Party are insufficient to pay all amounts to which Secured Party is legally entitled, Obligor and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents, to the full extent permitted by the Code.

(d) **Non-Judicial Remedies.** In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Debtor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Debtor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party or Debtor from resorting to judicial process at either party's option.

(e) **Other Recourse.** DEBTOR WAIVES ANY RIGHT TO REQUIRE SECURED PARTY TO PROCEED AGAINST ANY THIRD PARTY, EXHAUST ANY COLLATERAL OR OTHER SECURITY FOR THE INDEBTEDNESS, OR TO HAVE ANY THIRD PARTY JOINED WITH DEBTOR IN ANY SUIT ARISING OUT OF THE INDEBTEDNESS OR ANY OF THE LOAN DOCUMENTS, OR PURSUE ANY OTHER REMEDY AVAILABLE TO SECURED PARTY. DEBTOR FURTHER WAIVES ANY AND ALL NOTICE OF ACCEPTANCE OF THIS AGREEMENT AND OF THE CREATION, MODIFICATION, REARRANGEMENT, RENEWAL OR EXTENSION OF THE INDEBTEDNESS. DEBTOR FURTHER WAIVES ANY DEFENSE ARISING BY REASON OF ANY DISABILITY OR OTHER DEFENSE OF ANY THIRD PARTY OR BY REASON OF THE CESSATION FROM ANY CAUSE WHATSOEVER OF THE LIABILITY OF ANY THIRD PARTY. UNTIL ALL OF THE INDEBTEDNESS SHALL HAVE BEEN PAID IN FULL, DEBTOR SHALL HAVE NO RIGHT OF SUBROGATION AND DEBTOR WAIVES THE RIGHT TO ENFORCE ANY REMEDY WHICH SECURED PARTY HAS OR MAY HEREAFTER HAVE AGAINST ANY THIRD PARTY, AND WAIVES ANY BENEFIT OF AND ANY RIGHT TO PARTICIPATE IN ANY OTHER SECURITY WHATSOEVER NOW OR HEREAFTER HELD BY SECURED PARTY. Debtor authorizes Secured Party, and without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.



9. **Indemnity.** As provided in the Code, **DEBTOR HEREBY INDEMNIFIES AND AGREES TO HOLD HARMLESS SECURED PARTY, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (EACH AN "INDEMNIFIED PERSON") FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, CLAIMS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS OF ANY KIND OR NATURE (COLLECTIVELY, THE "CLAIMS") WHICH MAY BE IMPOSED ON, INCURRED BY, OR ASSERTED AGAINST, ANY INDEMNIFIED PERSON ARISING IN CONNECTION WITH THE LOAN DOCUMENTS, THE INDEBTEDNESS OR THE COLLATERAL (INCLUDING WITHOUT LIMITATION, THE ENFORCEMENT OF THE LOAN DOCUMENTS AND THE DEFENSE OF ANY INDEMNIFIED PERSON'S ACTIONS AND/OR INACTIONS IN CONNECTION WITH THE LOAN DOCUMENTS). THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL EXTEND AND CONTINUE TO BENEFIT EACH INDIVIDUAL OR ENTITY WHO IS OR HAS AT ANY TIME BEEN AN INDEMNIFIED PERSON HEREUNDER.**

10. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement contains the entire agreement of Secured Party and Debtor with respect to the Collateral. If the parties hereto are parties to any prior agreement, either written or oral, relating to the Collateral, the terms of this Agreement shall amend and supersede the terms of such prior agreements as to transactions on or after the effective date of this Agreement, but all security agreements, financing statements, guaranties, other contracts and notices for the benefit of Secured Party shall continue in full force and effect to secure the Indebtedness unless Secured Party specifically releases its rights thereunder by separate release.

(b) **Amendment.** No modification, consent or amendment of any provision of this Agreement or any of the other Loan Documents shall be valid or effective unless the same is authenticated by the party against whom it is sought to be enforced, except to the extent of amendments specifically permitted by the Code without authentication by the Debtor or Obligor.

(c) **Actions by Secured Party.** The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by (i) any renewal, extension, increase or modification with respect to the Indebtedness, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant with respect to the Collateral, or (iii) any release or indulgence granted to any endorser, guarantor or surety of the Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the obligations of Debtor hereunder.

(d) **Waiver by Secured Party.** Secured Party may waive any Event of Default without waiving any other prior or subsequent Event of Default. Secured Party may remedy any default without waiving the Event of Default remedied. Neither the failure by Secured Party to exercise, nor the delay by Secured Party in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Secured Party of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by Debtor therefrom shall be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances.

(e) **Costs and Expenses.** Debtor will upon demand pay to Secured Party the amount of any and all costs and expenses (including without limitation, attorneys' fees and expenses), which Secured Party may incur in connection with (i) the transactions which give rise to the Loan Documents, (ii) the preparation of this Agreement and the perfection and preservation of the security interests granted under the Loan Documents, (iii) the administration of the Loan Documents, (iv) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, (v) the exercise or enforcement of any of the rights of Secured Party under the Loan Documents, or (vi) the failure by Debtor to perform or observe any of the provisions hereof.

(f) **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND APPLICABLE FEDERAL LAWS, EXCEPT TO THE EXTENT PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST GRANTED HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) **Jury Waiver.** EACH OF SECURED PARTY AND DEBTOR AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS JURY WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY SECURED PARTY AND DEBTOR. DEBTOR ACKNOWLEDGES THAT THIS JURY WAIVER IS A MATERIAL CONDITION PRECEDENT TO SECURED PARTY'S AGREEMENT TO ENTER INTO THE CREDIT FACILITY WITH DEBTOR.

EACH OF SECURED PARTY AND DEBTOR ARE AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY SECURED PARTY AND DEBTOR.

(h) **Venue.** This Agreement has been entered into in Bexar County, Texas and it shall be performable for all purposes in such county. The state and federal courts located in Bexar County, Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement and venue for any such disputes shall be in the state or federal courts of Bexar County, Texas.

(i) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(j) **No Obligation.** Nothing contained herein shall be construed as an obligation on the part of Secured Party to extend or continue to extend credit to Obligor.

(k) **Notices.** All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) expedited delivery service with proof of delivery, or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the first page hereof or to such different address as the addressee shall have designated by written notice sent pursuant to the terms hereof and shall be deemed to have been received either, in the case of personal delivery, at the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address.

(l) **Binding Effect and Assignment.** This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on Debtor and the heirs, executors, administrators, personal representatives, successors and assigns of Debtor, and (iii) shall inure to the benefit of Secured Party and its successors and assigns. Without limiting the generality of the foregoing, Secured Party may pledge, assign or otherwise transfer the Indebtedness and its rights under this Agreement and any of the other Loan Documents to any other party. Debtor's rights and obligations hereunder may not be assigned or otherwise transferred without the prior written consent of Secured Party.

(m) **Cumulative Rights.** All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any of the other Loan Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Secured Party under the Code.

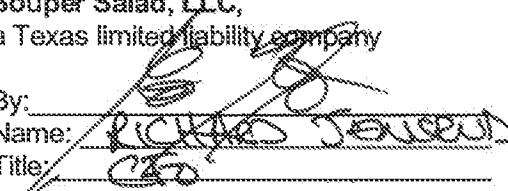
(n) **Gender and Number.** Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(o) **Descriptive Headings.** The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

EXECUTED as of the date first written above.

DEBTOR:

Souper Salad, LLC,
a Texas limited liability company

By: 
Name: RICHARD JENSEN
Title: CEO

SECURED PARTY:

JEFFERSON BANK

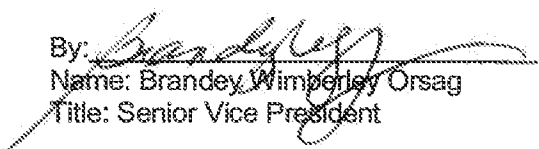
By: 
Name: Brandey Wimberly Orsag
Title: Senior Vice President

EXHIBIT "A"

List of Intellectual Property

United States

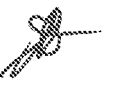
Trademark	Serial Number	Filing Date	Registration Number	Issue Date	Goods/Services	Deadlines
SOUPER FRESH CLUB	85/098,452	8/2/10	3,976,934	7/11/14	International Class: 035 Goods & Services: Arranging and conducting a discount reward program to promote the sale of restaurant services	§8/§15 7/14/17 Renewal 7/14/21
SOUPER! SALAD! & Design	77/176,383	5/9/07	3,597,084	3/31/09	International Class: 043 Goods & Services: Restaurant Services	§8/§15 3/13/15 Renewal 3/31/19
WE CARE HOW WELL YOU EAT	78/811,569	2/9/06	3,464,221	7/8/08	International Class: 043 Goods & Services: Restaurant Services	§8/§15 7/8/14 Renewal 7/8/18
SOUPER FRESH	76/328,051	10/19/01	2,914,792	12/28/04	International Class: 042 Goods & Services: Restaurant Services	Renewal 12/18/14
SOUPER SALAD	75/161,945	9/6/96	2,112,007	11/11/97	International Class: 042 Goods & Services: Restaurant Services	Renewal 11/11/17
SOUPER SALADS plus Design	73/349,851	2/11/82	1,247,369	8/2/83	International Class: 042 Goods & Services: Restaurant Services	

International Marks

Trademark	Country	Registration Number	Registration Date	Goods/Services	Deadlines
SOUPER SALAD	Canada	1,007,206	1/26/01	International Class: 29, 30 and 43	Renewal 1/26/16
SOUPER SALAD	New Zealand	305,824	5/12/00	International Class: 042 Goods & Services: Restaurant Services	Renewal 3/1/16



EXHIBIT "D"



Franchise Agreements

Store No.	Store No.	Store Name	Franchisor	Franchisee	Ag't Name	Effective Date	Street Address	City	State	Proposed Area	P.A. Initial Term Expires	Lease Expires	Sublease w/LNC	Auto extend if lease extended
1	3	Waco	LANC Brands, LLC	JVL Enterprises LLC	Souper Salad Franchise Agreement	11/10/13	5020 W. Waco	Waco	TX	2 mile radius	9/30/19	9/30/19	Y	Y - exercised
2	5	Lubbock	Souper Brands, Inc.	Cofer Investments, Inc.	Souper Salad Franchise Agreement	10/8/09	6703 Shale Rd.	Lubbock	TX	3 mile radius	1/31/19	1/31/19	Y	Y - exercised
3	22	Plano	LANC Brands, LLC	SBR Ventures Plano, LLC	Souper Salad Franchise Agreement	10/14/13	1017 N. Central Expressway #250	Plano	TX	5 mile radius	11/30/18	11/30/18	Y	Y
4	25	Irving	LANC Brands, LLC	AKR Ventures, LLC	Souper Salad Franchise Agreement	1/20/14	3401 W. Airport Freeway #103	Irving	TX	2 mile radius	10/31/16	10/31/16	Y	Y
5	28	Lakehills	LANC Brands, LLC	Fresh Cuts Inc.	Souper Salad Franchise Agreement	1/24/13	4211 S. Lamar A-5H	Austin	TX	2 mile radius	1/31/18	1/31/18	Y	Y
6	32	Lewisville	LANC Brands, LLC	SBR Ventures Lewisville, LLC	Souper Salad Franchise Agreement	10/14/13	2404 Stemmons Freeway	Lewisville	TX	5 mile radius	12/31/16	12/31/16	Y	Y
7	33	Wyoming Street	LANC Brands, LLC	J. Dog LLC	Souper Salad Franchise Agreement	6/30/13	2225 Wyoming St.	Albuquerque	NM	2 mile radius	7/31/15	7/31/15	Y	Y
8	36	Montgomery Plaza	LANC Brands, LLC	J. Dog LLC	Souper Salad Franchise Agreement	6/30/13	4411 San Mateo Blvd. Ste H	Albuquerque	NM	2 mile radius	8/31/14	8/31/14	Y	Y
9	37	Santa Fe	LANC Brands, LLC	Santa Fe Soledads and More, LLC	Souper Salad Franchise Agreement	1/23/13	2428 Cerrillos	Santa Fe	NM	7 mile radius	3/31/15	3/31/15	Y	Y
10	45	Macro	LANC Brands, LLC	TMJ Enterprises, LLC	Souper Salad Franchise Agreement	3/18/13	10665 N. Mayo Pkwy	Phoenix	AZ	5 mile radius	12/31/16	12/31/16	Y	Y
11	50	Arlington	LANC Brands, LLC	Edgewood Enterprises, Inc.	Souper Salad Franchise Agreement	10/21/13	1325 W. Interstate 20, Ste 121	Arlington	TX	2 mile radius	11/30/16	11/30/16	Y	Y
12	51	Arcadia	LANC Brands, LLC	TMJ Enterprises, LLC	Souper Salad Franchise Agreement	3/18/13	2651 N. 44th St #2	Phoenix	AZ	5 mile radius	8/31/17	8/31/17	Y	Y to 3/18/23 max
13	52	Chapel Hills	LANC Brands, LLC	The Gilet, Inc.	Souper Salad Franchise Agreement	12/28/12	1434 Kelly Johnson Blvd	Colorado Springs	CO	City Limits of Colorado Springs	10/31/15	10/31/15	Y	Y
14	53	Citadel	LANC Brands, LLC	The Gilet, Inc.	Souper Salad Franchise Agreement	12/28/12	3636 Citadel Drive	Colorado Springs	CO	City Limits of Colorado Springs	1/31/16	1/31/16	Y	Y
15	64	Mesquite	LANC Brands, LLC	SBR Ventures Mesquite, LLC	Souper Salad Franchise Agreement	10/14/13	1645 N. Towne East Blvd. #166	Mesquite	TX	5 mile radius	8/31/16	8/31/16	Y	Y



16	65	329	Sugarland	LMC Brands, LLC	A & A Properties, LLC	Souper Salad Franchise Agreement	8/12/13	2715 Town Center Blvd N	Sugarland TX	2 mile radius	1/31/17	Y	Y
17	70	323	Superstition	LMC Brands, LLC	TW Binaries, LLC	Souper Salad Franchise Agreement	2/7/13	6910 East Hampton	Mesa AZ	5 mile radius	4/30/17	N - assigned	Y
18	72	330	Duerbrook	LMC Brands, LLC	A & A Properties LLC	Souper Salad Franchise Agreement	8/12/13	20030 US Hwy 59 N.	Humble TX	2 mile radius	11/30/15	Y	Y
19	97	331	Chattanooga Overlook	LMC Brands, LLC	SSK, LLC	Souper Salad Franchise Agreement	9/23/13	2288 Gambrell Rd. Ste 130	Chattanooga TN	2 mile radius	10/31/16	Y	Y
20	101	325	Pueblo	LMC Brands, LLC	The Gibbet, Inc.	Souper Salad Franchise Agreement	6/1/13	4120 N. Freeway	Pueblo CO	3 mile Radius	12/31/18	N - assigned	Y - need signed amendment
21	107	316	Garden of the Gods	LMC Brands, LLC	The Gibbet, Inc.	Souper Salad Franchise Agreement	12/20/12	888 Garden of the Gods Rd	Colorado Springs CO	City limits of Colorado	12/31/16	Y	Y
22	128	319	Northgreen	LMC Brands, LLC	The Gibbet, Inc.	Souper Salad Franchise Agreement	3/7/13	11930 Washington St. Unit B	Northgreen CO	5 mile radius	8/31/17	Y	Y
23	131	338	Pasadena	LMC Brands, LLC	Paul L Collins LLC	Souper Salad Franchise Agreement	2/3/14	5822 Fairmont Pkwy	Pasadena TX	2 mile radius	5/31/19	N - assigned	Y
24	145	320	Lakewood	LMC Brands, LLC	The Gibbet, Inc.	Souper Salad Franchise Agreement	3/11/13	7650 W. Virginia Ave #A	Lakewood CO	5 mile radius	2/28/16	Y	Y
25	150	328	Naty	LMC Brands, LLC	Moby Armadillo, LLC	Souper Salad Franchise Agreement	1/19/13	20220 Katy Freeway Ste. C-150	Naty TX	2 mile radius	10/31/16	Y	Y
26	302		Georgetown	Souper Brands, Inc.	Dentinger Enterprises, Inc.	Souper Salad Franchise Agreement	10/05/07	1013 W. University Ave, Suite 101	Georgetown TX	?	6/17/18	N	N
27	303		Meridian	Souper Brands, Inc.	Fresh Frontier, LLC	Souper Salad Franchise Agreement	2/8/08	3327 N. Eagle Rd, Ste 170	Meridian ID	?	9/6/18	N	N
28	309		Tech Ridge	Souper Brands, Inc.	Red Radish Ltd. Co.	Souper Salad Franchise Agreement	5/26/09	12901 N. J. St. Ste 1030	Austin TX	?	9/13/19	N	N
29	311		Midland	Souper Brands, Inc.	Poe's Choice Foods, LLC	Souper Salad Franchise Agreement	3/24/11	4706 N. Midland Rd, Ste 16	Midland TX	City limits of Midland	3/24/21	N	N
30	312		Corpus Christi	LMC Brands, LLC	TWF Partners - SS, LLC	Souper Salad Franchise Agreement	8/30/12	4143 South Supter	Corpus Christi TX	2 mile radius	9/6/22	N	N

Development Agreements

Souper Salad Area Development Agreement between Souper Brands, Inc. and Dentinger Enterprises, Inc. dated October 5, 2007 - Georgetown, Texas and New Cave (Austin), Texas (2 stores)

