

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carrows Restaurants Inc.		10/31/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2934776	CARROWS KITCHEN	
Serial Number:	78586589	GREAT FOOD. GREAT PEOPLE.	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45035.00065		
NAME OF SUBMITTER:	Claudia R Immerzeel		
Signature:	/Claudia R Immerzeel/		
Date:	12/30/2005		

OP \$65.00 2934776

Total Attachments: 5

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**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2005 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of July 10, 2002 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and between **CARROWS RESTAURANTS INC.**, a California corporation ("Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation formerly known as Foothill Capital Corporation, as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent are parties to that certain Trademark Security Agreement submitted for recordation with the United States Trademark Office on or about July 18, 2002 at Reel 002545, Frame 0264; and

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.
2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date (except to the extent that any such representations or warranties relate solely to an earlier date); and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of California.
4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be

deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

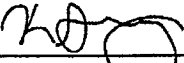
**CARROWS RESTAURANTS INC., a
California corporation**

By: *Borgese*

Name: *Samuel Nicholas Borgese*

Title: *PRESIDENT*

WELLS FARGO FOOTHILL, INC.,
a California corporation, formerly known as
Foothill Capital Corporation,
as Agent

By: 

Name: Kevin J Fong

Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT (CARROWS)]

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TRADEMARK
REEL: 003218 FRAME: 0866

SCHEDULE 1

**TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

<u>Type</u>	<u>Jurisdiction</u>	<u>Description</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration Number</u>
Trademark	United States	Carrows Kitchen	78295312	3/22/05	2934776
Trademark	United States	Great Food. Great People	78586589	Not yet registered	Not assigned yet