

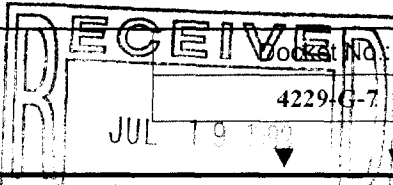
07-20-1999



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COVER SHEET

← S ONLY



Please record the attached original documents or copy thereof.

To the Honorable Comm. 101097211

1. Name of conveying party(ies):

BHF-Bank Aktiengesellschaft (as collateral Agent for creditors of borrower Souper Salad, Inc.)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other German Joint Stock Corp.

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: BHF (USA) Capital Corp.

Internal Address: _____

Street Address: 590 Madison Avenue

City: New York State: NY ZIP: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance: MRD 7-19-99

Assignment Merger
 Security Agreement Change of Name
 Other Amendment to Credit Agreement

Execution Date: June 1, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

1,247,369

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ronald E. Brown

Internal Address: Kane, Dalsimer, Sullivan, Kurucz, Levy, Eisele and Richard, LLP

Street Address: 711 Third Avenue

20th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account
 Authorized to be charged to deposit account

8. Deposit account number:

11-0215, Order No. 4229-G-7

DO NOT USE THIS SPACE

07/19/1999 MTHA11 00000259 1247369

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ronald E. Brown Ronald E. Brown July 15, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

24

**AMENDMENT NO. 3 TO
CREDIT AGREEMENT**

among

SOUPER SALAD, INC.
a Texas corporation

BHF-BANK AKTIENGESELLSCHAFT,
acting through its New York Branch,
as Agent,

BHF-BANK AKTIENGESELLSCHAFT,
acting through its Grand Cayman Branch,

BANKBOSTON, N.A.

IMPERIAL BANK

and

BHF (USA) CAPITAL CORPORATION

As of June 1, 1999

AMENDMENT NO. 3 TO CREDIT AGREEMENT

Amendment No. 3, dated as of June 1, 1999 (the "**Amendment**") to the CREDIT AGREEMENT, dated as of August 14, 1995 (as amended by that certain First Amendment, dated as of April 8, 1997 and that certain Amendment No. 2, dated as of January 15, 1998, THE "**Credit Agreement**") among (i) SOUPER SALAD, INC., a Texas corporation (the "**Borrower**"); (ii) BHF-BANK AKTIENGESELLSCHAFT, acting through its Grand Cayman Branch, BANKBOSTON, N.A. and IMPERIAL BANK, as lenders (each a "**Bank**" and, collectively, the "**Banks**"); (iii) BHF-BANK AKTIENGESELLSCHAFT, acting through its New York Branch, as Agent ("**BHF**"); (iv) BHF (USA) CAPITAL CORPORATION ("**BHFCC**"); and (v) THE SK EQUITY FUND, L.P. and SK INVESTMENT FUND, L.P. (each a "**Pledgor**" and, collectively, the "**Pledgors**")

WHEREAS, each capitalized term used but not defined herein shall have the meaning specified in the Credit Agreement as amended to date;

WHEREAS, the Borrower, the Banks and BHF entered into the Credit Agreement, pursuant to which the Banks made available to the Borrower loans in the aggregate principal amount of \$21,500,000;

WHEREAS, the Borrower has requested that BHF and the Banks agree to amend the Credit Agreement in certain respects;

WHEREAS, subject to the satisfaction of the conditions precedent specified herein and pursuant to the terms hereof, BHF and the Banks have agreed to so amend the Credit Agreement; and

WHEREAS, in connection with the assignment by BHF of its rights, powers, duties and obligations under the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement) to BHFCC and in order to effectuate certain related amendments to the Credit Agreement and other Credit Documents related thereto, the parties hereto have further agreed to amend the Credit Agreement and related Credit Documents as provided for herein.

NOW THEREFORE, in consideration of the foregoing, for other consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to Section 11.1 of the Credit Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

I. AMENDMENTS**1. Amendments to Section 1 of the Credit Agreement.**

- (a) In Subsection 1.1, the definition of "Agent's Base Rate" shall be deleted in its entirety and restated to read as follows:

"Agent's Base Rate" at any time shall mean the higher of (i) the rate which is 1% in excess of the Federal Funds Effective Rate and (ii) the rate per annum listed in the "Money Rates" section of the Wall Street Journal as the "prime rate" (if the Wall Street Journal ceases publication of such rate, then the Base Rate shall mean such rate selected by the Agent in its reasonable judgment as most nearly approximates the foregoing), such changes in the Base Rate being effective simultaneously with the change in the "prime rate" as so published or selected. The Base Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. BHFCC may make commercial loans or other loans at rates of interest at, above or below the Base Rate.

- (b) In Subsection 1.1, the following definition of "BHFCC" shall be added in correct alphabetical order:

"BHFCC" shall mean BHF (USA) Capital Corporation.

- (c) In Subsection 1.1, the definition of "EBITDA" shall be amended by removing the word "and" before the letter "(l)" in the last sentence and by inserting, before the period in the last sentence, the following:

and (m) all pre opening expenses associated with the opening of new restaurants

- (d) In Subsection 1.1, the definition of "Eurodollar Rate" shall be deleted in its entirety and restated to read as follows:

"Eurodollar Rate" means, with respect to any Interest Period, the rate per annum (and, in the case of any determination based on an arithmetic mean, rounded upward, if necessary, to the nearest one-sixteenth of one percent), determined by the Agent in accordance with its usual procedures, equal at all times during such Interest Period to: (i) the London Interbank Eurodollar market offered rate for Dollar deposits for a time period equal to such Interest Period appearing on the display designated "Page 3750" on the Telerate Service (or such other page as may replace page 3750 on that service or such other service as may be nominated by the British Bankers' Association as

the information vendor for the purposes of displaying British Bankers' Association Interest Settlement Rates for Dollar deposits), as of 11:00 a.m. (London time) on the date that is three Business Days prior to the first day of such Interest Period; or (ii) if the foregoing method of determining the Eurodollar Rate is not available, the arithmetic mean of the London Interbank Eurodollar Market offered rates for Dollar deposits for a time period equal to such Interest Period appearing on the display designated as page "LIBO" on the Reuters Monitor Money Rates Service (or such other page as may replace the LIBO page on that service for the purpose of deposits), as of 11:00 a.m. (London time) on the date that is three Business Days prior to the first day of such Interest Period; or (iii) if neither of the foregoing methods for determining the Eurodollar Rate is available, a rate for such Interest Period, reasonably determined by the Agent as the rate then being paid by prime banks in London Interbank Eurodollar Market, as of approximately 11:00 a.m. (London time) on the date that is three Business Days prior to the first day of such Interest Period for Dollar deposits having a maturity comparable to such Interest Period and in an amount comparable to the amount of the Loan subject to such Interest Period; or (iv) if no such rate is then ascertainable, a rate reasonably determined by the Agent. The Agent's reasonable determination of the Eurodollar Rate in accordance with the provisions of this definition shall be conclusive and binding upon the Borrower whether or not such deposits are actually acquired by the Agent or the Banks.

- (e) In Subsection 1.1, the definition of "Issuing Bank" shall be deleted in its entirety and restated to read as follows:

"Issuing Bank" shall mean a Bank or such other domestic commercial bank of recognized standing having capital and surplus in excess of \$500,000,000 selected by the Borrower and acceptable to the Agent, in any case, which has agreed to act as Issuing Bank hereunder.

- (f) In Subsection 1.1, the following definition of "Letter of Credit Guaranty" shall be added in correct alphabetical order:

"Letter of Credit Guaranty" shall mean one or more guarantees by the Banks, or any of them, in favor of the Issuing Bank guaranteeing the Borrower's obligations to the Issuing Bank under the reimbursement agreement, letter of credit application or other like documentation in respect of any Letter of Credit.

- (g) In Subsection 1.1, the definition of "Maintenance Capital Expenditures" shall be amended by adding before the period, the following:

, but excluding up to \$3,825,000 of Capital Expenditures of the Borrower and its subsidiaries directly attributable to the acquisition of information and other systems for the store automation roll-out project.

2. **Amendments to Section 3 of the Credit Agreement.**

- (a) Subsection 3.2 shall be amended by adding a new paragraph as follows:

It is understood by the Borrower that during the term of this Agreement, BHF-BANK AG may cease acting as the Issuing Bank. Accordingly, in the absence of the agreement by BHF-BANK AG or another Bank to act as the Issuing Bank hereunder, in order to assist the Borrower in opening Letters of Credit with the Issuing Bank, the Borrower has requested the Banks to guaranty payment and performance of such Letters of Credit and any drafts thereunder through the issuance of a Letter of Credit Guaranty, thereby lending the Banks' credit to that of the Borrower, and the Banks hereby agree to do so. These arrangements shall be coordinated by the Agent subject to the terms and conditions set forth below. The Borrower will be account party for each application for a Letter of Credit, which shall be in form and substance reasonably satisfactory to the Issuing Bank and the Agent, and for such other certificates, agreements, documents and other papers and information as the Issuing Bank or the Agent may reasonably request. In the event of any conflict between the terms of the foregoing application and other documents, on the one hand, and this Agreement, on the other hand, for purposes of this Agreement, the terms of this Agreement shall control. The Agent shall have the right, without notice to the Borrower, to incur a Borrowing on behalf of the Borrower as a Revolving Credit Loan in the amount of any and all indebtedness, liabilities and obligations of any kind incurred by the Banks, or any of them, under the Letter of Credit Guaranty or incurred by the Issuing Bank with respect to the Letter of Credit (and payable by the Banks, or any of them, to such Issuing Bank under a Letter of Credit Guaranty), all upon the payment by any Bank under the Letter of Credit Guaranty. Any amount so borrowed shall be deemed a Revolving Credit Loan hereunder made by Banks to the Borrower subject to the terms and conditions hereof, including, without limitation, Section 2 hereof. Each of the Banks and the Borrower agrees that the Agent shall have the right to make such Revolving Credit Loan(s) regardless of whether any Event of Default shall have occurred or be continuing or whether any of the conditions precedent in Subsection 6.2 shall be satisfied. Upon any payments made to the Issuing Bank under the Letter of Credit Guaranty, each of the Banks shall, without prejudice to its rights under this Agreement (including that such unreimbursed amounts shall constitute Revolving

Credit Loans hereunder) acquire by subrogation any rights, remedies, duties or obligations granted or undertaken by the Borrower in favor of the Issuing Bank in any application for Letters of Credit or any standing agreement relating to Letters of Credit or otherwise, all of which shall be deemed to be granted to the Banks and apply in all respects to the Banks and shall be in addition to any rights, remedies, duties or obligations contained herein. In the event that any fees reasonably incurred in connection with the issuance of such Letters of Credit should exceed the aggregate of the regular fees set forth in Subsection 3.3 hereof, such excess fees shall be paid by the Agent.

- (b) Subsection 3.3 shall be deleted in its entirety and restated to read as follows:

3.3 Fees, Commissions and Other Charges. (a) For as long as BHF-BANK AG shall be the only Issuing Bank or the only guarantor under a Letter of Credit Guaranty but not the only Bank, the Borrower shall pay to BHF-BANK AG, for the account of BHF-BANK AG only, a fronting fee with respect to each Letter of Credit issued by BHF-BANK AG as the Issuing Bank in an amount equal to 0.20% of the face amount of such Letter of Credit. Such fronting fee shall be payable in advance on the date of issuance of such Letter of Credit and shall be nonrefundable.

3. **Amendment to Section 8 of the Credit Agreement.**

- (a) Subsection 8.7 shall be deleted in its entirety and restated to read as follows:

8.7 Limitation on Capital Expenditures. Make or commit to make any Capital Expenditure in respect of the purchase or other acquisition of fixed or capital assets (excluding any such asset acquired in connection with normal replacement and maintenance programs properly charged to current operations and any expenditure from the proceeds of casualty insurance used to repair or replace the assets affected by such casualty loss) except for Capital Expenditures in the ordinary course of business not exceeding, in the aggregate for the Borrower and its Subsidiaries during any of the fiscal years of the Borrower and its Subsidiaries set forth below, the amount set forth opposite such fiscal year below:

<u>Fiscal Year</u>	<u>Amount</u>
1998	\$10,500,000.00
1999	\$18,000,000.00
2000	\$18,000,000.00

2001	\$18,000,000.00
2002	\$18,000,000.00
2003	\$18,000,000.00

provided that no Capital Expenditure involving the purchase of Capital Stock of any Person shall be permitted unless such Person shall be engaged in a restaurant business comparable to that of the Borrower.

4. **Amendment to Section 9 of the Credit Agreement.**

- (a) Subscription 9(c) shall be amended by adding the following phrase to the end of such subsection after the semi-colon:

provided, however, that a change to GAAP that causes Borrower not to be in compliance with any negative covenant or agreement contained in Section 8 shall not constitute a default by Borrower in the observance or performance of such negative covenant or agreement;

- (b) Subsection 9(d) shall be amended by adding the following phrase to the end of such subsection after the semi-colon:

provided, however, that a change to GAAP that causes Borrower or SKEF or any Subsidiary of Borrower not to be in compliance with any such covenant or agreement shall not constitute a default by such party in the observance or performance of such covenant or agreement;

II. AGREEMENT

1. The Borrower and the Banks hereby acknowledge and agree as of the Effective Date (as defined below) as follows:

- (a) The Borrower and the Banks hereby consent to the assignment by BHF to BHFCC of all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Credit Agreement and the related Credit Documents. The Borrower and the Banks hereby discharge and release BHF from all such duties and obligations. BHF, the Borrower, the Banks and BHFCC acknowledge and agree that BHF shall have no further rights, powers, duties or obligations in respect of the Credit Agreement and the related Credit Documents, but rather that all of such rights, powers, duties and obligations will be vested in BHFCC.
- (b) All references in the Credit Agreement and the related Credit Documents to "BHF-BANK Aktiengesellschaft, acting through its New York Branch" or "Agent" or words of like effect shall be references to "BHFCC" or "BHF (USA) Capital Corporation".

(c) In connection with Subsection 11.2 of the Credit Agreement, all notices to BHFCC shall be sent to the address and numbers specified in Appendix I attached hereto. Payments to BHFCC shall be sent to the account specified in Appendix II attached hereto.

2. The Borrower hereby agrees that, from and after the Effective Date (as defined below), upon the reasonable request of BHFCC, it shall execute, acknowledge and deliver such further instruments of conveyance and assurance and do such other things as may be required for more fully and certainly vesting and confirming in BHFCC all of the rights, powers, duties and obligations of BHF under the Credit Agreement and the related Credit Documents. Without limiting the generality of the foregoing, the Borrower will execute and deliver to BHF and BHFCC any amendments to or assignments of the Notes, Security Documents, any additional security documents, UCC financing statements, insurance certificates or any other document that BHFCC deems reasonably necessary to effectuate the foregoing.

III. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants as follows:

1. The execution, delivery and performance by the Borrower of this Amendment (a) are within the Borrower's corporate power; (b) have been duly authorized by all corporate and shareholder or other necessary action; (c) are not in contravention of any provision of the Borrower's certificate of incorporation or bylaws or other documents of organization; (d) do not violate any law or regulation, or any order or decree of any Governmental Agency; and (e) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which the Borrower is a party or by which the Borrower or any of its respective property is bound; and

2. This Amendment has been duly executed and delivered by the Borrower and constitutes the legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms except as the enforceability hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and remedies in general.

IV. PLEDGORS' CONSENT

The undersigned Pledgors, in their respective capacity as Pledgors under the Pledge Agreement (the "Pledge"), hereby agree and consent to the amendments as set forth herein and hereby ratify and confirm their respective Pledge in all respects, after giving effect to the amendments set forth herein.

V. CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS AMENDMENT

The effectiveness of the provisions of this Amendment shall be subject to the prior satisfaction by the Borrower of the following conditions precedent:

1. The Borrower shall have delivered to the Agent a fully executed copy of this Amendment; and
2. The Borrower shall have paid to the Agent and the Banks, in Dollars and in immediately available funds, all fees payable by the Borrower as of the Effective Date (as defined below); and

VI. MISCELLANEOUS

1. **Effective Date.** This Amendment shall become effective as of 5:00 p.m. Eastern Standard Time on June 18, 1999 unless, on or before such date, BHF has given notice to the Borrower substantially in the form attached hereto as Appendix III, in which case this Amendment shall become effective as specified in the notice (the "**Effective Date**"); provided, however, that Sections I.1.(c), I.1.(g), I.3.(a) and I.4. of this Amendment shall be effective as of March 15, 1999.

2. **Existing Letters of Credit.** On or before the Effective Date, (a) all Letters of Credit issued by BHF under the Credit Agreement and which are outstanding on the Effective Date, will be transferred internally on the books and records of BHF to the head office of BHF-BANK Aktiengesellschaft or to one of its other branches and (b) BHFCC shall add its confirmation to such Letters of Credit, pursuant to which drawings under such Letters of Credit may be effected at the offices of BHFCC or such head office or such other branch (as the case may be), in the relevant beneficiary's discretion. BHF or BHFCC shall so notify the beneficiaries of such Letters of Credit.

3. **Assignment to BHFCC.** BHF and BHFCC hereby agree and affirm that pursuant to an assignment and assumption agreement to be entered into by BHF and BHFCC on or prior to the Effective Date, as of the Effective Date, BHF will assign to BHFCC, and BHFCC will assume from BHF, all of BHF's rights, powers, duties and obligations heretofore vested in BHF under the Credit Agreement and the related Credit Documents.

4. **No Further Amendments.** Each of the undersigned other than the Banks (the "**Parties**"), acknowledges and confirms to BHFCC and the Banks that the Credit Agreement and each related Credit Document to which it is a party shall remain in full force and effect and shall continue to evidence, secure or otherwise guarantee and support the obligations owing by the Borrower to the Banks pursuant thereto, as hereby amended, and the Notes delivered in accordance with the Credit Agreement.

5. **Liens.** Each of the Parties acknowledges and reaffirms that (i) the Liens granted to the Collateral Agent for the benefit of the Banks under the Security Documents and the Additional Security Documents remain in full force and effect and shall continue to secure the obligations of the Borrower and the Guarantors arising under the Credit Agreement, as hereby amended, and related Credit Documents, and (ii) the validity, perfection or priority of the Liens will not be impaired by the execution and delivery of this Amendment.

6. **References.** All references in the Credit Documents to the Credit Agreement shall, as of the Effective Date, be deemed to refer to the Credit Agreement, as amended by this Amendment, *mutatis mutandis*.

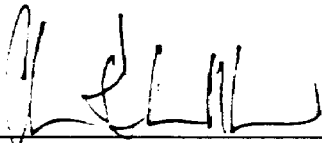
7. **Costs and Expenses.** The Borrower shall be responsible for the prompt payment of, and upon demand, shall promptly reimburse BHF and the Banks for, all of BHF's and the Bank's respective reasonable costs and expenses related to the preparation, negotiation and execution of this Amendment (including, without limitation, reasonable fees and disbursements of legal counsel to BHF and the Banks, consulting fees and out-of-pocket expenses).

8. **Counterparts.** This Amendment may be executed in any number of counterparts, including by telecopy, and by the various parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

9. **Governing Law.** THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

IN WITNESS WHEREOF, the parties hereto, in their respective capacities under the agreements to which they are a party, by their officers duly authorized, have executed this Amendment as of the date first above written.

SOUPER SALAD, INC.

By: 
Name:
Title:

**BHF-BANK AKTIENGESELLSCHAFT,
NEW YORK BRANCH, as the Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

**BHF-BANK AKTIENGESELLSCHAFT,
GRAND CAYMAN BRANCH, as a Bank
hereunder**

By: _____
Name:
Title:

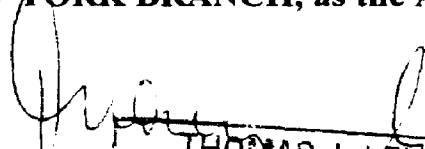
By: _____
Name:
Title:

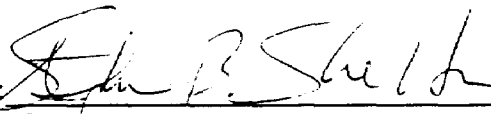
IN WITNESS WHEREOF, the parties hereto, in their respective capacities under the agreements to which they are a party, by their officers duly authorized, have executed this Amendment as of the date first above written.

SOUPER SALAD, INC.

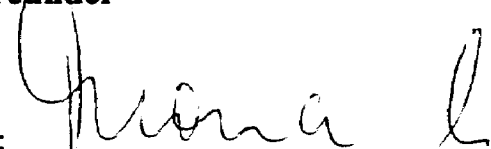
By: _____
Name:
Title:

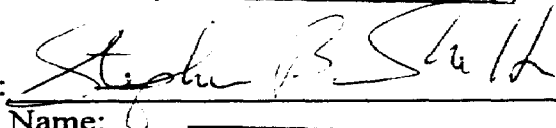
**BHF-BANK AKTIENGESELLSCHAFT,
NEW YORK BRANCH, as the Agent**

By: 
Name: **THOMAS J. LEISSL**
Title: **VICE PRESIDENT**

By: 
Name: **Stephen B. Shelton**
Title: **Vice President**

**BHF-BANK AKTIENGESELLSCHAFT,
GRAND CAYMAN BRANCH, as a Bank
hereunder**

By: 
Name: **THOMAS J. LEISSL**
Title: **VICE PRESIDENT**

By: 
Name: **Stephen B. Shelton**
Title: **Vice President**

BANKBOSTON, N.A., as a Bank hereunder

By: J. Nicholas Cole
Name: J. Nicholas Cole
Title: Vice President

IMPERIAL BANK, as a Bank hereunder

By: _____
Name:
Title:

THE SK EQUITY FUND, L.P., as Pledgor hereunder

By: _____
Name:
Title:

SK INVESTMENT FUND, L.P., as Pledgor hereunder

By: _____
Name:
Title:

BANKBOSTON, N.A., as a Bank hereunder

By: _____
Name:
Title:

IMPERIAL BANK, as a Bank hereunder

By: Paula J. Barysauks
Name: PAULA J. BARYSAUSKA
Title: VICE PRESIDENT

THE SK EQUITY FUND, L.P., as Pledgor hereunder

By: _____
Name:
Title:

SK INVESTMENT FUND, L.P., as Pledgor hereunder

By: _____
Name:
Title:

BANKBOSTON, N.A., as a Bank hereunder

By: _____
Name:
Title:

IMPERIAL BANK, as a Bank hereunder

By: _____
Name:
Title:

THE SK EQUITY FUND, L.P., as Pledgor hereunder

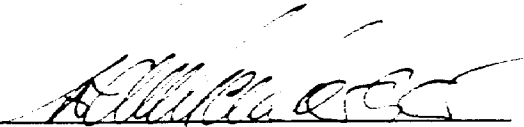
By: Clinton K. EG
Name:
Title:

SK INVESTMENT FUND, L.P., as Pledgor hereunder

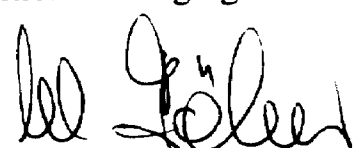
By: Clinton K. EG
Name:
Title:

BHF (USA) CAPITAL CORPORATION

By: _____


Name: Burkhard Frankenberger
Title: Managing Director

By: _____


Name: Wolfgang Boeker
Title: Treasurer

ADDRESS FOR NOTICES

TO: BHF (USA) CAPITAL CORPORATION

590 Madison Avenue
New York, New York 10022

Telecopier: (212) 756-5536
Attention: Geoffrey Guin

329305.7
02625-00014

**ACCOUNT INFORMATION FOR
BHF (USA) CAPITAL CORPORATION**

**ACCOUNT INFORMATION FOR
BHF (USA) CAPITAL CORPORATION**

ABA #: 021-000-018
Bank Name: Bank of New York
City: New York, New York
Account Name: BHF (USA) Capital Corporation
Account Number: 890-0388-935

329305.7
02625-00014

FORM OF NOTICE TO BORROWER

To: SOUPER SALAD, INC.
9311 San Pedro, Suite 1100
San Antonio, Texas 78216
Attention: Chief Financial Officer

Reference is made to the Amendment No. 3 to Credit Agreement dated as of [_____, 1999] (the "Amendment"), by and among BHF-BANK Aktiengesellschaft, acting through its Grand Cayman Branch; Bankboston, N.A.; BHF-BANK Aktiengesellschaft, acting through its New York Branch ("BHF"); BHF (USA) Capital Corporation ("BHFCC"); The SK Equity Fund, L.P. and SK Investment Fund, L.P. and Souper Salad, Inc. (the "Borrower") in connection with the Credit Agreement, dated as of August 14, 1995, as amended to date (the "Credit Agreement"), among BHF, the Banks from time to-time party thereto and the Borrower.

Notice is hereby given in accordance with the Amendment that effective as of ____:____m. Eastern Standard Time on [_____, 1999] (the "Effective Date"), BHF has assigned to BHFCC of all of its rights, powers, duties and obligations under the Credit Agreement and BHFCC has accepted and assumed such rights, powers, duties and obligations.

BHF-BANK AKTIENGESELLSCHAFT

By: _____
Name:
Title:

By: _____
Name:
Title:

**CONDITIONAL ASSIGNMENT
OF
TRADEMARK**

WHEREAS, SOUPER SALAD, INC., a Texas corporation (the "*Grantor*"), has adopted, used and owns the United States trademark and service mark more particularly described on Exhibit A attached hereto (the "*Trademark*"), which is registered in the United States Patent and Trademark office ; and

WHEREAS, pursuant to a certain Credit Agreement dated as of August 14, 1995 (the "*Credit Agreement*"), among the Grantor, the banks from time to time party thereto (the "*Banks*") and BHF-BANK AG, as the Agent thereunder (the "*Grantee*"), the Grantor is obligated to the Grantee and the Banks; and

WHEREAS, in order to secure obligations from time to time owing by the Grantor to the Grantee and the Banks under the Credit Agreement, the Grantor and the Grantee, as the Agent, for the benefit of the Banks, have entered into a Security Agreement dated as of August 14, 1995 (the "*Security Agreement*");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby conditionally assign to the Grantee, as the Agent for the Banks, and grant unto the Grantee, as the Agent for the benefit of the Banks, a continuing security interest in, all right, title and interest of the Grantor in and to the Trademark and the applications and registrations thereof, together with the goodwill of any business connected with the use of, and symbolized by, the Trademark, and all proceeds thereof, including, without limitation, any and all causes of action for dilution or infringement thereof and any and all royalties for any licenses thereof (collectively, the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as such term is defined in the Security Agreement).

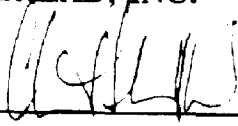
The Grantor hereby further acknowledges and affirms that the rights and remedies of the Grantee (as the Agent, for the benefit of the Banks) with respect to the assignment of, and security interest in, the Collateral made, and granted, hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein.

The Grantee's address is 590 Madison Avenue, New York, New York 10022.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by its officer duly thereunto authorized as of August __, 1995.

SOUPER SALAD, INC.

By:

 Vice President

Name:

Title:

**EXHIBIT A TO
CONDITIONAL ASSIGNMENT
OF
TRADEMARKS
BY
SOUPER SALAD, INC. TO BHF-BANK AG**

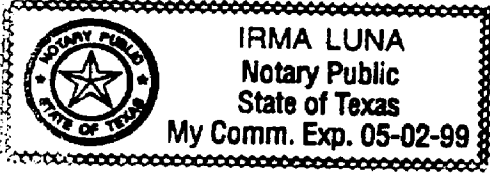
Description of the Mark	Registration Number	Registration Date	Owner
Souper Salads (and design) consisting of the words "Souper Salads" with stylized letters depicting soup and salad bowls	1,247,369	02/10/82	Souper Salad, Inc.

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on this 12 day of August, 1995, by Clint Shackelford, Vice President of SOUPER SALAD, INC., a Texas corporation, on behalf of said corporation.



Irma Luna
NOTARY PUBLIC, in and for THE
STATE OF TEXAS