

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

GB Franchise Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - **Delaware**
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

**BNP Paribas
209 South LaSalle, Suite 500
Chicago, Illinois 60604**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other - **French Bank**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: **June 2, 2004**

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

A. Trademark Application No(s).

78251139 78119673 76218078

B. Trademark Registration No(s).

**2565424 2484633 2205508
2009794**

Additional numbers attached? Yes No

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

**Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **30**

7. Total fee (37 CFR 3.41) **\$765**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 071610/84)

8. Deposit Account No. **19-2385**

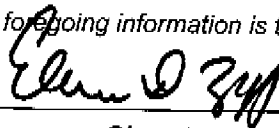
DO NOT USE THIS SPACE

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.

Elaine D. Ziff

Name



Signature

June 8, 2004

Date

Total number of pages including cover sheet, attachments, and document: **23**

CH \$765.00 192385 78251139

Page 2

CONTINUATION OF ITEM 1. Name of Conveying Party(ies)

2. La Salsa, Inc. a Delaware corporation
3. Santa Barbara Restaurant Group, Inc. a Delaware corporation

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

| A. Trademark Application No(s). | B. Trademark Registration No(s). |
|---------------------------------|----------------------------------|
| 78154779 | 1522842 |
| 78154781 | 1527205 |
| | 1527204 |
| | 1527203 |
| | 1417032 |
| | 2278606 |
| | 1524725 |
| | 2074620 |
| | 2190028 |
| | 1257963 |
| | 1331404 |
| | 1517380 |
| | 2025808 |
| | 2142545 |
| | 2151398 |
| | 2405107 |
| | 2230016 |
| | 1352247 |
| | 1689454 |
| | 1707040 |
| | 2058561 |

SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK
SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 2, 2004, is entered into among GB Franchise Corporation, a Delaware corporation located at 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013), La Salsa, Inc., a Delaware corporation located at 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013) and Santa Barbara Restaurant Group, Inc., a Delaware corporation located at 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013 (with a mailing address of 6307 Carpinteria Avenue, Suite A, Carpinteria, CA 93013) (each an "Assignor" and collectively, the "Assignors"), and BNP Paribas, a bank organized under the laws of France acting through its Chicago branch, located at 209 South LaSalle, Suite 500, Chicago, IL 60604, acting in its capacity as agent for itself and the Secured Parties (together with its successors and assigns, the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Fourth Amended and Restated Subsidiary Security Agreement, dated as of June 2, 2004, among the Assignors, other assignors thereunder and the Assignee (as amended, restated, supplemented, or otherwise modified from time to time, the "Subsidiary Security Agreement").

WHEREAS, pursuant to the Subsidiary Security Agreement, each Assignor is granting a security interest to the Assignee in certain Collateral, including the Trademarks (as defined herein);

WHEREAS, the Assignors have entered into that certain Amended and Restated SBRG Subsidiary Trademark Security Agreement, dated as of November 12, 2003, by the Assignors in favor of the Assignee (as the same has been amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Subsidiary Trademark Security Agreement");

WHEREAS, subject to and upon the terms and conditions set forth herein, the parties hereto wish to amend and restate the Existing Subsidiary Trademark Security Agreement in the form of this Agreement and that this Agreement not constitute a novation thereof;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

1. Grant of Security Interest

a. As security for the prompt and complete payment and performance in full of all the Obligations, each Assignor hereby confirms its pledge and grant to the Assignee for the benefit of itself and the Secured Parties pursuant to the Existing Subsidiary Trademark Security Agreement, and hereby assigns, pledges and transfers to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, and grants to the Assignee for itself and the benefit of the Secured Parties, equally and ratably in proportion to the total Obligations owing at any time to the Assignee, the Lenders and the Interest Rate Hedge Providers, a security interest in and continuing lien on all of each Assignor's respective right, title and interest in, to and under the Trademarks, whether now owned or existing or hereafter acquired or arising, and wherever located, and all Proceeds, products, accessions, additions, substitutions or replacements in respect thereof. It is understood and agreed that the security interest hereunder is not intended to presently convey or assign any Assignor's title in or to the Trademarks.

b. For purposes of this Agreement, "Trademarks" shall mean all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, without limitation, the registrations and applications referred to in Schedule A hereto, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and proceeds of the foregoing including, without limitation, all licenses, royalties, income, payments, claims, damages, and proceeds of suit.

c. Schedule A hereto contains a true and accurate list of all of each Assignor's U.S. Trademark registrations and applications.

d. The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Subsidiary Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Subsidiary Security Agreement and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the

SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

rights, powers or remedies provided for in this Agreement or the Subsidiary Security Agreement or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Assignee, of any or all other rights, powers or remedies.

2. Modification of Agreement. Each Assignor authorizes the Assignee, upon notice to such Assignor, to modify this Agreement in the name of and on behalf of such Assignor without obtaining such Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by such Assignor. Each Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time to subject any such right, title or interest in any owned or subsequently acquired Trademark to the liens and perfection created or contemplated hereby or by the Subsidiary Security Agreement.

3. Termination of Agreement. When the Obligations have been indefeasibly paid and performed in full and the Commitments and all Letters of Credit shall have expired or been terminated, this Agreement shall terminate, and the Assignee, at the request and sole expense of the Assignors, will execute and deliver to the Assignors the proper instruments acknowledging termination of this Agreement, and will duly assign, transfer and deliver to the Assignors, without recourse, representation or warranty of any kind whatsoever, such of the Trademarks as have not theretofore been disposed of, applied or released.

4. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT SUCH PRINCIPLES WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE).**

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignors, the Assignee, the Secured Parties, all future holders of the Obligations and each of their respective successors and assigns, except that the Assignors may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of the Assignee.

6. Waiver and Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified

SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

except in accordance with Section 10 of the Credit Agreement and as contemplated by Section 2 above, and any such waiver shall apply only with respect to the particular subject of such waiver and only for the time specified in such waiver.


7. Counterparts. This Agreement may be executed in any number of counterparts and by the different 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.

8. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.


SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.


SANTA BARBARA RESTAURANT GROUP, INC.

By: 
Name: TED ABAJIAN
Title: EVP & CFO

LA SALSA, INC.

By: 
Name: TED ABAJIAN
Title: EVP & CFO


GB FRANCHISE CORPORATION

By: 
Name: TED ABAJIAN
Title: EVP & CFO

SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

BNP PARIBAS,
as Agent

By: 
Name: Clark C. King III
Title: Managing Director

By: 
Name: **MICHAEL C. COLLINS**
Title: **NCA PRESIDENT**

SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF California
COUNTY OF Santa Barbara SS:

On May 26th, 2004 before me, the undersigned, a notary public in and for said state and county, personally appeared Ted R. Bauman, the person who executed the within instrument on behalf of La Salsa, Inc., and acknowledged to me such person's authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



My Commission Expires:

9/16/04

N. M. T. Buck
Notary Public

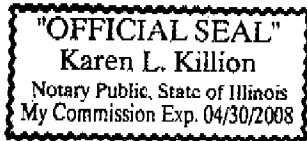
SECOND AMENDED AND RESTATED SBRG SUBSIDIARY TRADEMARK SECURITY AGREEMENT

STATE OF Illinois)
COUNTY OF Cook) ss:

On June 2, 2004, before me, the undersigned, a notary public in and for said state and county, personally appeared Clark C. King III and Michael C. Colias, the persons who executed the within instrument on behalf of BNP Paribas, and acknowledged to me their authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Karen L. Killion
Notary Public

My Commission Expires:

04/30/2008

Schedule A to SBRG Subsidiary Trademark Security Agreement




Trademark Registrations and Applications

Please see attached.

LA SALSA, INC.

FEDERAL AND FOREIGN TRADEMARK STATUS REPORT






Updated May 26, 2004

| Transferred To KMOB?/ KMOB Ref. No. | Mark | Class(es) | Country | Application No./Filing Date | Registration No./ Registration Date | Status |
|-------------------------------------------|-----------------------------------------------------------------------------------|-----------|---------|--------------------------------|----------------------------------------|------------------------------------------------------------------------|
| LASINCO077T |  | 43 | US | 78/251,139 05/16/03 | | PENDING; Published for opposition on 02/17/04 |
| Yes LASINCO040T |  | 43 | US | 78/119,673 04/04/02 | | PENDING, Certificate of Registration will issue in due course |
| Yes LASINCO039T |  | 42 | US | 78/064,214 05/17/01 | 2,565,424 04/30/02 | REGISTERED, Section 8&15 due 04/30/08 |

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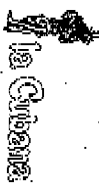

Kurtz Hartman Olson & Bear LLP
Intellectual Property Law
Shareholder, Partner, Attorney, Counsel, Trademark, Copyright, Patent, Litigation, Arbitration

| Transferred To KMOB?/ KMOB Ref. No. | Mark | Class(es) | Country | Application No./Filing Date | Registration No./ Registration Date | Status |
|-------------------------------------------|-------------------------------------------------------------------------------------|----------------------|---------|--------------------------------|----------------------------------------|---------------------------------------------|
| Yes LASINC.038T |  | 42 | US | 75/904,563 01/26/00 | 2,484,633 09/04/01 | REGISTERED, Section 8&15 due 09/04/07 |
| No |  | 14, 16, 41 and 42 | DS | 75/409,381 12/22/97 | 2,205,508 11/24/98 | REGISTERED; Section 8&15 due 11/24/04 |
| Yes LASINC.023T |  | 42 | US | 74/704,220 07/21/95 | 2,009,794 10/22/96 | REGISTERED; Renewal due 10/22/06 |
| Yes LASINC.014T |  | 32 | US | 73/724,933 04/21/88 | 1,522,842 01/31/89 | REGISTERED; Renewal due 01/31/09 |
| No |  | 30 | US | 73/691,080 10/22/87 | 1,527,205 02/28/89 | REGISTERED; Renewal due 02/28/09 |

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Knobbe Martens Olson & Bear LLP
 Intellectual Property Law
 3000 Central Expressway, Suite 200, San Jose, California

| Transferred To KMOB?/ KMOB Ref. No. | Mark | Class(es) | Country | Application No./Filing Date | Registration No./ Registration Date | Status |
|-------------------------------------------|-------------------------------------------------------------------------------------|-----------|---------|--------------------------------|----------------------------------------|---------------------------------------------|
| No |  | 30 | US | 73/691,067 10/22/87 | 1,527,204 02/28/89 | REGISTERED; Renewal due 02/28/09 |
| No |  | 30 | US | 73/691,066 10/22/87 | 1,527,203 02/28/89 | REGISTERED; Renewal due 02/28/09 |
| Yes |  | 42 | US | 73/586,557 03/06/86 | 1,417,032 11/11/86 | REGISTERED; Renewal due 11/11/06 |
| Yes | ALWAYS FRESH...ALWAYS PUN! | 42 | US | 75/023,494 11/24/95 | 2,278,606 09/21/99 | REGISTERED, Section 8&15 due 09/21/05 |
| No | BISTEC GOURMET | 30 | US | 73/691,124 10/22/87 | 1,524,725 02/14/89 | REGISTERED; Renewal due 02/14/09 |
| Yes | CALIFORNIAN "VEGGIE" | 30 | US | 74/714,379 08/11/95 | 2,074,620 06/24/97 | REGISTERED; Renewal due 06/24/07 |
| Yes | FRESH MEXICAN GRILL | 42 | US | 76/218,078 03/01/01 | | PENDING; Opposition pending |

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Heathcote Marpley, Kesson & Depp LLP

Intellectual Property Law

| Transferred To KMOB?/ KMOB Ref. No. | Mark | Class(es) | Country | Application No./Filing Date | Registration No./ Registration Date | Status |
|-------------------------------------------|------------------------|-------------------|-----------|--------------------------------|----------------------------------------|---------------------------------------------|
| Yes LASINC.028T | FRESH MEXICAN GRILL | 42 | US | 74/586,109 10/17/94 | 2,190,028 09/15/98 | REGISTERED, Section 8&15 due 09/15/04 |
| Yes LASINC.005T | LA SALSA | 42 | US | 73/207,902 03/19/79 | 1,257,963 11/15/83 | REGISTERED; Renewal due 11/15/13 |
| Yes LASINC.005WAT | LA SALSA | 42 | Austria | 532296 10/08/96 | 167053 11/12/96 | REGISTERED; Renewal due 11/12/06 |
| Yes LASINC.005WAU | LA SALSA | 42 | Australia | 656396 03/23/95 | 656396 10/21/96 | REGISTERED; Renewal due 03/23/05 |
| Yes LASINC.005WBS | LA SALSA | Local Class 39 | Bahamas | 19038 11/22/96 | 19038 01/06/03 | REGISTERED; Renewal due 11/22/10 |
| Yes LASINC.005WBX | LA SALSA | 42 | Benelux | 880001 10/08/96 | 601176 08/01/97 | REGISTERED; Renewal due 10/08/06 |
| Yes LASINC.005WCA | LA SALSA | 16, 21 & 42 | Canada | 061136600 07/19/88 | 399492 06/26/92 | REGISTERED; Renewal due 06/26/07 |

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Krohne Martinis Olsen & Berg LLP
Trademark Reporting Law
 1000 Lakeside Drive, Suite 1000, San Francisco, CA 94109-4000

| Transferred To KMOB?/ KMOB Ref. No. | Mark | Class(es) | Country | Application No./Filing Date | Registration No./ Registration Date | Status |
|-------------------------------------------|-----------|-----------|-------------------|--------------------------------|----------------------------------------|----------------------------------------|
| Yes LASINC.005WCH | LA SALSAS | 42 | Switzer- land | 1996/7234 10/04/96 | 439660 10/04/96 | REGISTERED, Renewal due 10/04/06 |
| Yes LASINC.005WDE | LA SALSAS | 42 | Germany | 39647836.0 11/04/96 | 39647836 04/04/1997 | REGISTERED, Renewal due 11/04/06 |
| Yes LASINC.005WES | LA SALSAS | 42 | Spain | 2051015M2 10/08/96 | 2051015M2 03/05/97 | REGISTERED, Renewal due 10/08/06 |
| Yes LASINC.005WFR | LA SALSAS | 42 | France | 96643940 10/01/96 | 96643940 03/14/97 | REGISTERED, Renewal due 10/01/06 |
| Yes LASINC.005WGB | LA SALSAS | 42 | United Kingdom | 2111607 10/02/96 | 2111607 10/02/96 | REGISTERED, Renewal due 10/02/06 |
| Yes LASINC.005WIT | LA SALSAS | 42 | Italy | 1020996 11/21/96 | 765820 12/30/98 | REGISTERED, Renewal due 11/21/06 |
| Yes LASINC.005WJP | LA SALSAS | 42 | Japan | H07-035034 04/07/95 | 4063566 10/03/97 | REGISTERED, Renewal due 10/03/07 |

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Knobbe Martens Olson & Bear LLP
Intellectual Property Law
Attorneys at Law

| Transferred To KMOB?/ KMOB Ref. No. | Mark | Class(es) | Country | Application No./Filing Date | Registration No. / Registration Date | Status |
|-------------------------------------------|-----------|----------------------|----------------|--------------------------------|-----------------------------------------|----------------------------------------|
| Yes LASINC.005WPT | LA SALSAA | 42 | Portugal | 319515 10/02/96 | 319515 06/16/97 | REGISTERED; Renewal due 06/16/07 |
| Yes LASINC.005W/PR | LA SALSAA | 42 | Puerto Rico | 38344 05/03/96 | 38344 07/31/97 | REGISTERED; Renewal due 05/03/06 |
| Yes LASINC.006WJP | LA SALSAA | National Class 19 | Japan | S63-084171 07/21/88 | 2269547 09/21/90 | REGISTERED; Renewal due 09/21/10 |
| Yes LASINC.007WJP | LA SALSAA | 30 & 32 | Japan | S63-084172 07/21/88 | 2276702 10/31/90 | REGISTERED; Renewal due 10/31/10 |
| LASINC.005WTH | LA SALSAA | 43 | Thailand | 548515 03/25/04 | | PENDING |
| Yes LASINC.008T | LA SALSAA | 42 | US | 73/490,795 07/20/84 | 1,331,404 04/16/85 | REGISTERED; Renewal due 04/16/05 |
| Yes LASINC.013T | LA SALSAA | 32 | US | 73/723,816 04/21/88 | 1,517,380 12/20/88 | REGISTERED; Renewal due 12/20/08 |

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Knobbe Martens Oschon & Beran LLP
Intellectual Property Law
One Gateway Center, San Diego, California 92101

| Transferred To KMOB#/ KMOB Ref. No. | Mark | Class(es) | Country | Application No./Filing Date | Registration No./ Registration Date | Status |
|-------------------------------------------|-----------------------------------|-----------|-----------------------|--------------------------------|----------------------------------------|---------------------------------------------|
| Yes LASINC.024T | LA SALSA - FRESH MEXICAN GRILL | 42 | US | 74/424,105 08/11/93 | 2,025,808 12/24/96 | REGISTERED, Renewal due 12/24/06 |
| Yes LASINC.026T | LA SALSA FRESH MEXICAN GRILL | 42 | US | 75/248,327 02/26/97 | 2,142,545 03/10/98 | REGISTERED; Renewal due 03/10/08 |
| LASINC.026WUA | LA SALSA FRESH MEXICAN GRILL | 43 | Ukraine | 20030910304 09/29/03 | | PENDING |
| LASINC.026WRU | LA SALSA FRESH MEXICAN GRILL | 43 | Russian Federation | 2003718797 9/29/03 | | PENDING |
| Yes LASINC.027T | LA SALSA | 42 | US | 75/155,583 08/26/96 | 2,151,398 04/14/98 | REGISTERED; Renewal due 04/14/08 |
| LASINC.027WUA | LA SALSA | 43 | Ukraine | 20030910305 09/29/03 | | PENDING |
| LASINC.027WRU | LA SALSA | 43 | Russian Federation | 2003718798 9/29/03 | | PENDING |
| Yes LASINC.031T | MARGARITAS BY THE YARD | 42 | US | 75/514,634 07/07/98 | 2,405,107 11/21/00 | REGISTERED, Section 8&15 due 11/21/06 |

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Karloha Martens Olson & Bean LLP
Attorneys at Law
Chicago, Illinois

| Transferred To KMOB#/ KMOB Ref. No. | Mark | Class(es) | Country | Application No./Filing Date | Registration No./ Registration Date | Status |
|-------------------------------------------|---------------------------------|-----------|---------|--------------------------------|----------------------------------------|---------------------------------------------|
| Yes LASINC.029T | THE ORIGINAL GOURMET BURRITO | 30 | US | 75/294,061 05/19/97 | 2,230,016 03/09/99 | REGISTERED; Section 8&15 due 03/09/05 |
| Yes LASINC.009T | THE TRADITION CONTINUES | 42 | US | 73/520,388 02/04/85 | 1,352,247 07/30/85 | REGISTERED; Renewal due 07/30/05 |

DISCLAIMER

To the best of our knowledge, the information contained in this Status Report for La Salsa, Inc. prepared by Knobbe, Martens, Olson & Bear, is accurate. This Status Report for La Salsa, Inc. is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

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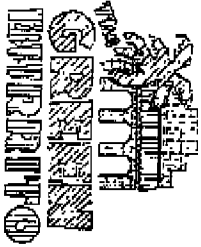

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SANTA BARBARA RESTAURANT GROUP

FEDERAL AND FOREIGN TRADEMARK STATUS REPORT

Updated May 26, 2004


| Transferred To KMOB? | Mark | Class(es) | Country | Application No. / Filing Date | Registration No. / Registration Date | Status |
|----------------------|-----------------------------------------------------------------------------------|-----------|---------|-------------------------------|--------------------------------------|---------------------------------------------------------------------------------------|
| Yes |  | 43 | Korea | 56-2003-4122 11/09/91 | 51-2003-434 04/02/93 | REGISTERED; Renewal due 04/02/13 |
| Yes |  | 42 | US | 74/165,474 05/10/91 | 1,689,454 05/26/92 | REGISTERED; Renewal due 05/26/12 |
| Yes |  | 43 | US | 78/154,779 08/15/02 | | PENDING; Request for extension of time to file opposition filed with TTAB |

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DOCNO:1045384v1/18211-0099

Knoche Martens Oleson & Bear LLP

Intellectual Property Law
One Cherry Street, Suite 2000, San Francisco, CA 94102-4411
 Phone: (415) 774-2000 Fax: (415) 774-2001

| Transferred To KMOB? | Mark | Class(es) | Country | Application No. / Filing Date | Registration No. / Registration Date | Status |
|----------------------|-------------------------------------------------------------------------------------|-------------|---------|-------------------------------|--------------------------------------|----------------------------------------------------------------------|
| Yes GREENB.013T |  | 43 | US | 78/154,781 08/15/02 | | ALLOWED; Certificate of Registration to issue in due course |
| Yes GREENB.003T | BIG ED BURRITO | 30 | US | 74/108,931 10/22/90 | 1,707,040 08/11/92 | REGISTERED; Renewal due 08/11/12 |
| Yes GREENB.010WFR | GREEN BURRITO | 29, 30 & 43 | France | 93/491704 11/10/93 | 93491704 11/10/93 | REGISTERED; Renewal due 11/09/13 |
| Yes GREENB.015T | TWO GREAT TASTES, ONE GREAT PLACE | 42 | US | 74/570,627 09/07/94 | 2,058,561 05/06/97 | REGISTERED; Renewal due 05/06/07 |

DISCLAIMER

To the best of our knowledge, the information contained in this Status Report for Santa Barbara Restaurants Group prepared by Knobbe, Martiens, Olson & Bear, is accurate. This Status Report for Santa Barbara Restaurants Group is not to be used or relied upon for any purpose other than your general information. The Report contains confidential material and is protected by the attorney-client privilege. Please do not disclose or reproduce, in whole or in part, without our consent.

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Knobbe Martiens Olson & Bear LLP

Knobbe Martiens Olson & Bear LLP
Intellectual Property Law
Professional Service Corporation
One Main Street, Suite 2000
Seattle, WA 98101-3100