

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Garden Fresh Restaurant LLC		02/01/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1913980	SWEET TOMATOES
Registration Number:	1383741	SOUPLANTATION
Registration Number:	3792257	ALBONDIGAS LOCAS SOUP
Registration Number:	3792258	JOAN'S BROCCOLI MADNESS
Registration Number:	3103947	
Registration Number:	3100808	
Registration Number:	3828375	WONTON CHICKEN HAPPINESS
Registration Number:	2072184	GARDEN FRESH RESTAURANT CORP.
Registration Number:	2592113	SWEET TOMATOES
Registration Number:	4341648	FIELD KITCHEN
Registration Number:	4341649	SWEET TOMATOES FIELD KITCHEN
Registration Number:	4730453	DESIGN YOUR OWN DELICIOUS
Registration Number:	2449944	SOUPLANTATION
Registration Number:	2500463	LOTS TO FEEL GOOD ABOUT
Registration Number:	1663057	SWEET TOMATOES
Registration Number:	2862656	GARDEN FRESH
Registration Number:	2874348	CLUB VEG
Serial Number:	86772821	FARM-TO-TABLE-TO-FARM

OP \$515.00 1913980

Property Type	Number	Word Mark
Serial Number:	86813378	GARDEN FARM TO-TABLE-TO FARM FRESH
Serial Number:	87092971	WONTON HAPPINESS

CORRESPONDENCE DATA

Fax Number: 3104079090

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.

Phone: 310-407-4091

Email: rsmith@ktbslaw.com

Correspondent Name: Robert Smith

Address Line 1: 1999 Avenue of the Stars, 39th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Robert Smith
SIGNATURE:	/Robert Smith/
DATE SIGNED:	02/01/2017

Total Attachments: 6

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- source=Garden Fresh - Trademark Security Agreement [Execution Version]#page2.tif
- source=Garden Fresh - Trademark Security Agreement [Execution Version]#page3.tif
- source=Garden Fresh - Trademark Security Agreement [Execution Version]#page4.tif
- source=Garden Fresh - Trademark Security Agreement [Execution Version]#page5.tif
- source=Garden Fresh - Trademark Security Agreement [Execution Version]#page6.tif

GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of February 1, 2017, by Garden Fresh Restaurants LLC (“Grantor”), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated February 1, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Agent, as the Collateral Agent for itself and the Lenders; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby, but excluding any intent-to-use trademark applications to the extent and for so long as creation by a Grantor of a security interest therein would result in the abandonment, cancellation, invalidation or unenforceability thereof and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the “IP Collateral”), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

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

GARDEN FRESH RESTAURANTS LLC

By: 
Name: Gene Baldwin
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

No.	Country/State	Mark	Reg. No./ App. No.	Full Goods/Services	Status
1.	United States Of America	SWEET TOMATOES AND DESIGN	RN: 1913980 SN: 74548259	(Int'l Class: 42) restaurant and catering services	Renewed August 22, 2005
2.	United States Of America	SOUPLANTAT ION	RN: 1383741 SN: 73492498	(Int'l Class: 42) restaurant and catering services	Renewed February 18, 2006
4.	United States Of America	ALBONDIGAS LOCAS SOUP	RN: 3792257 SN: 77735903	(Int'l Class: 29) soup	Registered May 25, 2010
5.	United States Of America	JOAN'S BROCCOLI MADNESS	RN: 3792258 SN: 77735945	(Int'l Class: 29) vegetable salad	Registered May 25, 2010
6.	United States Of America	WHOLE TOMATO DESIGN	RN: 3103947 SN: 78/661910	(Int'l Class: 43) restaurant and carry out service	Registered 8 & 15 June 12, 2012
7.	United States Of America	HALF TOMATO DESIGN	RN: 3100808 SN: 78/661847	(Int'l Class: 43) restaurant and carry out services	Registered 8 & 15 June 12, 2012
8.	United States Of America	WONTON CHICKEN HAPPINESS	RN: 3828375 SN: 77979856	(Int'l Class: 29) tossed garden salad for retail sale, catering or for on-site consumption	Registered August 3, 2010
9.	United States Of America	GARDEN FRESH RESTAURANT CORP.	RN: 2072184 SN: 74577537	(Int'l Class: 42) restaurant and catering services	Renewed June 17, 2007
10.	United States Of America	SWEET TOMATOES	RN: 2592113 SN: 75727961	(Int'l Class: 42) carry out restaurant services	Renewed July 9, 2012

No.	Country/State	Mark	Reg. No./ App. No.	Full Goods/Services	Status
11.	United States Of America	FIELD KITCHEN	RN: 4341648 SN: 85720155	(Int'l Class: 43) restaurant, catering and take-out services	Registered May 28, 2013
12.	United States Of America	SWEET TOMATOES FIELD KITCHEN	RN: 4341649 SN: 85720220	(Int'l Class: 43) restaurant, catering and take-out services	Registered May 28, 2013
13.	United States Of America	DESIGN YOUR OWN DELICIOUS	RN: 4730453 SN: 86295246	(Int'l Class: 43) restaurant, catering and take-out services	Registered May 5, 2015
14.	United States Of America	SOUPLANTAT ION	RN: 2449944 SN: 75727804	(Int'l Class: 42) carry out services	Renewed May 8, 2011
15.	United States Of America	LOTS TO FEEL GOOD ABOUT	RN: 2500463 SN: 76203322	(Int'l Class: 42) restaurant, catering and carry out services	Renewed October 23, 2011
16.	United States Of America	SWEET TOMATOES	RN: 1663057 SN: 74035742	(Int'l Class: 42) restaurant and catering services	Renewed October 29, 2011
17.	United States Of America	GARDEN FRESH	RN: 2862656 SN: 78216631	(Int'l Class: 43) restaurant, carry out and catering services	Renewed July 13, 2014
18.	United States Of America	CLUB VEG	RN: 2874348 SN: 78204221	(Int'l Class: 38) electronic mail services, namely providing e-mail alerts regarding menu items and services offered at restaurants	Renewed August 17, 2014
21.	United States of America	FARM-TO- TABLE-TO- FARM	AN: 86/772821	(Int'l Class: 43) Restaurant, carry out services, and catering services.	Pending Filed: September 29, 2015
22.	United States of America	FARM-TO- TABLE-TO- FARM LOGO	AN: 86/813378	(Int'l Class: 43) Restaurant service, carry out services and catering services.	Pending Filed: November 9, 2015

No.	Country/State	Mark	Reg. No./ App. No.	Full Goods/Services	Status
24.	United States	WONTON HAPPINESS	SN: 87092971	(Int'l Class: 29) Tossed garden salad for retail sale, catering or for on-site consumption.	Pending