



**ATTACHMENT G
TO FRANCHISE AGREEMENT**

**COLLATERAL ASSIGNMENT OF
TELEPHONE NUMBERS, ADDRESS AND
LISTINGS**

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This Collateral Assignment of Telephone Numbers, Addresses, and Listing ("Assignment") is entered into this ____ day of _____, 200__, in accordance with the terms of that certain Noodles Development, L.P. Franchise Agreement ("Franchise Agreement") between _____ ("Franchisee"), and Noodles Development, L.P., a Texas limited partnership ("Franchisor"), signed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate a Oodles the Art of Fresh™ Franchised Restaurant located at _____ ("Franchised Restaurant").

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor those certain telephone numbers, addresses, domain names, locators, directories and listings (collectively, the "Numbers, Addresses, and Listings") associated with Franchisor's trade and service marks and used occasionally in connection with the operation of the Franchise Business at the address provided above. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone, Internet, email, electronic network, directory, and listing entities with which Franchisee has dealt (all the entities are collectively referred to herein as "Provider Companies") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without the extension of Franchisee's rights to operate the Franchised Restaurant), Franchisor shall have the right and is hereby empowered to effectuate the Assignment of the Numbers, Addresses, and Listings and, in the event, Franchisee shall have no further right, title or interest in the Numbers, Addresses, and Listings, and shall remain liable to the Provider Companies for all past due fees owing to the Provider Companies on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Numbers, Addresses, and Listings, and Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct the Provider Companies to assign the same to Franchisor, and sign these documents and take actions as may be necessary to effectuate the assignment. Upon this event, Franchisee shall immediately notify the Provider Companies to assign the Numbers, Addresses, and Listings to Franchisor. If Franchisee fails to promptly direct the Provider Companies to assign the Numbers, Addresses and Listings to Franchisor, Franchisor shall direct the Provider Companies to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Provider Companies may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Numbers, Addresses, and Listings upon the termination or expiration and that the assignment shall be made

automatically and effective immediately upon Provider Companies' receipt of the notice from Franchisor or Franchisee. The parties further agree that if the Provider Companies require that the parties sign the Provider Companies' assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of the forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform the acts and sign and deliver these documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

ASSIGNEE

Noodles Development, L.P.

By: _____

[Print name]

Its: _____

ASSIGNOR

Franchisee

By: _____

[Print name]

Its: _____