

08-12-1998

Form PTO-1594  
1-31-92

8-10-98



100790467

COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

ONLY AUG 10 1998

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Acapulco Mark Corp.

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State: Delaware  
 Other

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

2. Name and address of receiving party(ies):  
Name: National Westminster Bank PLC

Internal Address: \_\_\_\_\_  
 Street Address: 175 Water Street  
 City: New York State: New York ZIP: 10038

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- State: \_\_\_\_\_

Other Public Limited Company, incorporated in the United Kingdom

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: July 13, 1998

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
1,128,023

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Kimberly V. Miller  
Internal Address: White & Case LLP  
Room 2604

Street Address: 1155 Avenue of the Americas  
City: New York State: NY ZIP: 10036


6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00  
 Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: 23-1705  
(Attach duplicate copy of this page if paying by deposit account)

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.

Kimberly V. Miller  August 6, 1998

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

06/12/1998 DNGUYEN 00000028 1128023

Do not detach this portion

01 FC:482 documents to be recorded \$ 375.00 OP  
02 FC:482

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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FEDERAL REGISTRATION

MARK'S OWNER	TYPE OF MARK (INTL CLASS)	MARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION DATE/STATUS	SECTION 8 & 15 DUE	RENEWAL DUE	EXPIRATION DATE
ACAPULCO MARK CORP. ("AR")							
AR	SM (42)	ACAPULCO Stylized	1,128,023	12/28/79	Filed	6/18/99	12/18/99
AR	SM (42)	ACAPULCO	1,411,761	9/30/86	Filed	3/30/06	9/30/06
AR	SM (42)	BURRITOS BY THE FOOT (and design)	1,854,764	9/20/94	9/20/99-9/20/00	3/20/04	9/20/04
AR	SM (42)	LA VILLA TAXCO and design	1,561,620	10/17/89	Filed	4/17/09	10/17/09
AR	SM (42)	LOS ARCOS Stylized	1,128,429	12/25/79	Filed	6/25/99	12/25/99
AR	SM (42)	SAN FRANCISCO SPECIAL	1,150,058	3/31/81	Filed	9/30/00	3/31/01
AR	TM (30)	ENCHILADAS EXOTICAS!	1,792,797	9/14/93	9/14/98-9/14/99	3/14/03	9/14/03
AR	TM (29)	FAJITAS FANTASTICAS!	1,736,817	12/1/92	12/1/97-12/1/98	6/1/02	12/01/02
AR	TM (33)	MARGARITA CLASSICA	1,809,471	12/7/93	12/7/98-12/7/99	6/7/03	12/7/03
AR	TM (29)	SEA OF CORTEZ	1,696,294	6/23/92	6/23/97-6/23/98	12/23/01	6/23/02
AR	SM (42)	SI, WE CAN! (and design)	1,806,610	11/23/93	11/23/98-11/23/99	5/23/03	11/23/03

Intellectual Property

SCHEDULE A

TRADEMARK

REEL: 1766 FRAME: 0676

MARK'S OWNER	TYPE OF MARK (INTL CLASS)	MARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION DATE/STATUS	SECTION 8 & 15 DUE	RENEWAL DUE	EXPIRATION DATE
AR	SM (42)	AMIGOS CLUB	2056828	4/29/97	4/29/02-4/29/03	10/29/06	4/29/07
AR	SM (42)	ACAPULCO MEXICAN RESTAURANT Y CANTINA	2115063	11/25/97	11/25/02 - 11/25/03	5/25/07	11/25/07
AR	SM (42)	MARGARITA MONDAYS	2098690	9/23/97	9/23/02 - 9/23/03	3/23/07	9/23/07
AR	SM (42)	HUMONGO	2019234	11/26/96	11/26/01 - 11/26/02	5/26/06	11/26/06
AR	SM (42)	MILLENNIUM MARGARITA	74/454,020	Filed 3/23/02			

TRADEMARK  
 REEL: 1766 FRAME: 0677

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES  
TRADEMARKS

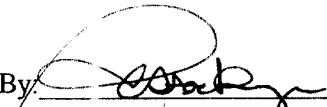
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, ACAPULCO MARK CORP., a Delaware corporation (the "Assignor") with principal offices at 4001 Via Oro Avenue, Suite 200, Long Beach, California 90810, hereby assigns and grants to NATIONAL WESTMINSTER BANK PLC, as Collateral Agent, with principal offices at 175 Water Street, New York, New York 10038 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 10, 1998 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 13<sup>th</sup> day of July, 1998.

ACAPULCO MARK CORP.  
as Assignor

By:   
Name: Richard Stockinger  
Title: Vice president

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent  
Assignee

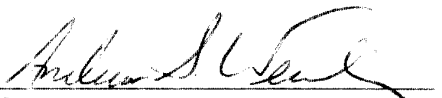
By: \_\_\_\_\_  
Name:  
Title

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 17<sup>th</sup> day of July, 1998.

ACAPULCO MARK CORP.  
as Assignor

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent  
Assignee

By:   
Name: **ANDREW S. WEINBERG**  
Title: **SENIOR VICE PRESIDENT**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF NEW YORK )

On this 3<sup>rd</sup> day of July, 1998, before me personally came  
Richard Stockinger who, being duly sworn, did depose and say that he is  
Vice President of Acapulco Mark Corp., that he is authorized to execute the  
foregoing Assignment of Security Interest on behalf of said corporation and that he did so by  
authority of the Board of Directors of said Corporation.

*Virginia A. Brauneck*  
Notary Public

VIRGINIA A. BRAUNECK  
Notary Public, State of New York  
No. 41-4740362  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires 01/31/2000



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 17 day of July, 1998, before me personally came

ANDREW S. WEINBERG who, being by me duly sworn, did state as follows: that he is  
Senior Vice President of National Westminster Bank Plc, that he is authorized to execute  
the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by  
authority of the Board of Directors of said corporation.

Marie A. Gentile  
Notary Public

MARIE A. GENTILE  
Notary Public, State of New York  
No. 4979706  
Qualified in Suffolk County  
Commission Expires April 8, 1999