08-12-1998

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Form PTO-1594
1-31-92

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COVER SHEET 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):

Acapulco Mark Corp.

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

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
☒ Security Agreement
☐ Other
☐ Merger
☐ Change of Name

Execution Date: July 13, 1998

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

A. Trademark Application No.(s)

Trademark Registration No.(s)\

1,128,023

Additional numbers attached? ☒ Yes ☐ No

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 — Name of Person Signing

K V Miller — Signature

August 6, 1998 — Date

Total number of pages comprising cover sheet: 1

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

08/12/1998 DNGUYEN 00000026 1128023

Do not detach this portion

01 FC:481 40.00 OP
02 FC:482 375.00 OP

Mail documents to be recorded with required cover sheet information to:

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

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Intellectual Property

SCHEDULE A

FEDERAL REGISTRATION

MARK'S OWNER	TYPE OF MARK (INT'L 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

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TRADEMARK
REEL: 1766 FRAME: 0676

MARK'S OWNER	TYPE OF MARK (INT'L CLASS)	MARK	REGISTRATION/ APPLICATION NUMBER	REGISTRATION DATE/STATUS	SECTION 8 & 15 DUE	RENEWAL DUE	EXPIRATION DATE
AR	SM (42)	AMIGOS CLUB	2056826	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)	MILLENIUM MARGARITA	74/454,626	Filed 3/23/92			

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.

TRADEMARK
REEL: 1766 FRAME: 0679

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 13th 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 17th 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 13th 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