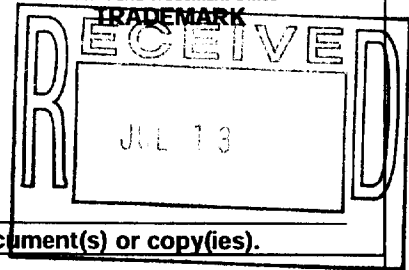


07-15-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



7.13.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

07/15/1999 NTHAI1 00000022 121322 1583057

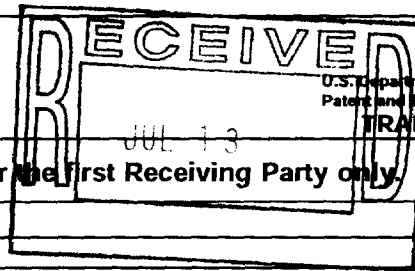
FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 325.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

TRADEMARK
REEL: 001927 FRAME: 0633



Domestic Representative Name and Address

Enter for the first receiving party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number (713) 226-1200

Name Locke Liddell & Sapp, LLP
Address (line 1) 600 Travis, Suite 3400
Address (line 2) Houston, Texas 77002-3095
Address (line 3) _____
Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 13

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1583057	1795420	1799524
			1808215	1949770	1961247
			1967896	2001686	2005535

Number of Properties Enter the total number of properties involved. # 14

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 365.00
Method of Payment: Enclosed Deposit Account
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 12-1322
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Patricia Paquet

7/8/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of February 12, 1999, is by and between CARROLS CORPORATION (the "Debtor"), a Delaware corporation, and CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, a national banking association, as agent for the Lenders (as defined in the Loan Agreement defined below) (in such capacity, together with its successors in such capacity, the "Agent").

WHEREAS, Debtor, Agent and certain financial institutions a party thereto from time to time have entered into that certain Loan Agreement dated concurrently herewith (as the same may be amended, restated, modified, supplemented and in effect from time to time, the "Loan Agreement");

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement dated concurrently herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Loan Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) (x) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, described in Schedule 1 attached hereto, and all prints and labels on which said trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications, if any, in connection therewith including, without limitation, registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, and (y) all reissues, continuations, continuations-in-part, extensions or renewals thereof (each of the items listed in the preceding clauses (x) and (y) is herein called a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark.

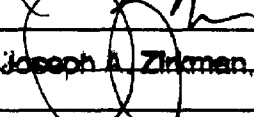
2. Termination. Subject to the automatic reinstatement provisions set forth below, upon full satisfaction of the Debt (as defined in the Security Agreement), complete performance of all of the obligations of the Obligors under the Loan Documents and final termination of each Lender's obligations, if any, to make any further advances under any Note or to provide any other financial accommodations to any Obligor under the Loan Documents, all rights under this Agreement shall terminate and the Trademark Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Debtor such security interest shall be released by Agent in due form and at Debtor's cost. Debtor agrees that, if at any time all or any part of any payment previously applied by Agent or any Lender to the Debt is or must be returned by Agent or any Lender--or recovered from Agent or any Lender--for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made, and, in addition, Debtor hereby agrees to indemnify Agent and Lenders against, and to save **and hold** Agent and Lenders harmless from any required return by Agent or any Lender--or recovery **from** Agent or any Lender--of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

3. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Loan Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Loan Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO NEW YORK'S PRINCIPLES OF CONFLICTS OF LAW) AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been

inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

CARROLS CORPORATION,
as Debtor

By: 
Name: Joseph A. Zirkman, Vice Pres. & Sec'y.
Title: _____

CHASE BANK OF TEXAS, NATIONAL
ASSOCIATION, as Agent

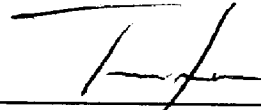
By: 
Michael J. Costello, Vice President

Attachment:

Schedule 1 - Trademarks

THE STATE OF NEW YORK §
§
COUNTY OF WINDHAM §

This instrument was acknowledged before me on February 3, 1999, by Joseph L. Korman
V.P. of CARROLS CORPORATION, a Delaware corporation, on behalf of said
corporation.



Notary Public in and for the
State of NEW YORK
Printed Name: Terry L Hook

[SEAL]

My Commission Expires:

10/31/2000

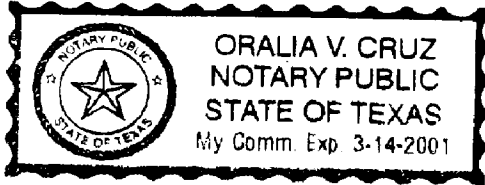
TERRY L. HOOK
Notary Public, State of New York
Qualified in Onon. Co. No. 4664541
Commission Expires Oct. 31, 2000

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on February 26, 1999, by Michael J. Costello, Vice President of CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, a national banking association, on behalf of said association.

Oralia V. Cruz

Notary Public in and for the
State of TEXAS
Printed Name: ORALIA V. CRUZ



[SEAL]

My Commission Expires:

3-14-2001

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

POLLO TROPICAL
Trademark Registrations as of JANUARY 29, 1999

Schedule 1

COUNTRY	MARK	CLASS	QUANTITIES	REGISTERED INTERNATIONAL
UNITED STATES	POLLO TROPICAL and Design (chicken underneath palm tree)	42 (restaurant services)		1,583,057
	POLLO TROPICAL	42 (restaurant services)		1,795,420
	YUCATAN FRIES	29 (meats & processed foods)		1,799,524
	MISCELLANEOUS DESIGN (chicken under palm tree inside circle)	42 (restaurant services)		1,808,215
	YOU'VE NEVER TASTED CHICKEN	42 (restaurant services)		1,949,770
	THIS GOOD			(supplemental register)
	CHICKEN ON THE GRILL	42 (restaurant services)		1,961,247
	BANANAS TROPICAL	29 (meats & processed foods)		1,967,896
	TROPICRILL CHICKEN	42 (restaurant services)		2,001,686
	CARIBBEAN CREAM CAKE	30 (custard, pastry desserts)		2,005,535
	MISC. DESIGN (building design)	42 (restaurant services)		2,009,396
	TROPICRILL CHICKEN AND MORE and Design	42 (restaurant services)		2,052,622
	COMBO MAMBO	42 (restaurant services)		2,073,412
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)		2,088,488
	TROPICSHOP	29 (meats & processed foods)		2,162,161

POLLO TROPICAL
Trademark Registrations as of JANUARY 29, 1999

COUNTRY	MARK	CLASS	REGISTRATION NO.
ARGENTINA	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	1,547,125
	POLLO TROPICAL	42 (restaurant services)	1,547,124
	YUCATAN FRIES	29 (meats & processed foods)	1,547,126
ARUBA	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	17437
	POLLO TROPICAL	42 (restaurant services)	17438
BAHAMAS	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	16627
	POLLO TROPICAL	42 (restaurant services)	16617
CANADA	YUCATAN FRIES	29 (meats & processed foods)	16,618
	POLLO TROPICAL	42 (restaurant services)	TMA491346
CHILE	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	TMA499991
	POLLO TROPICAL	42 (restaurant services)	416,966
COLOMBIA	CHICKEN TROPICAL	42 (restaurant services)	416,965
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	94-033241
	POLLO TROPICAL	42 (restaurant services)	94-033239

POLLO TROPICAL
Trademark Registrations as of JANUARY 29, 1999

COUNTRY	MARK	CLASS	REGISTRATION NO.
COLOMBIA	YUCATAN FRIES	29 (meats & processed foods)	167,346
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	96,557
COSTA RICA	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	96,554
	YUCATAN FRIES	29 (meats & processed foods)	95,415
DOMINICAN REPUBLIC	POLLO TROPICAL CHICKEN ON THE GRILL and Design	54 (food preserves & seasonings)	88,235
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	63 (printed matter)	88,318
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	53 (meat, fish, poultry, eggs)	92,514
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	70 (various items not included in other classes)	88,344
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	Trade name	77,384
	POLLO TROPICAL	53 (meat, fish, poultry, eggs)	92,510
	POLLO TROPICAL	63 (printed matter)	92,636
	POLLO TROPICAL	70 (various items not included in other classes)	92,696
ECUADOR	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	DNP/ 311-98 MICIP

POLLO TROPICAL
Trademark Registrations as of JANUARY 29, 1999

COUNTRY	MARK	CLASS	REGISTRATION NO.
ECUADOR	POLLO TROPICAL CHICKEN ON THE GRILL and Design	29 (chicken, poultry for domestic & foreign markets)	731-95
	POLLO TROPICAL, INC.	Trade name	DNP1 166-98 MICIP
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	1 199600-3905-96
HONDURAS	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	5139
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	29 (chicken)	5138
	POLLO TROPICAL	42 (restaurant services)	1376
JAMAICA	POLLO TROPICAL CHICKEN ON THE GRILL and Design	16 (cups, napkins, take-out bags, containers)	B28,555
	POLLO TROPICAL	16 (cups, napkins, take-out bags, containers)	B28,556
MEXICO	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	509,809
	POLLO TROPICAL	42 (restaurant services)	470,992
NETHERLANDS ANTILLES	POLLO TROPICAL CHICKEN ON THE GRILL and Design	16 (cups, napkins, take-out bags, containers)	18,785
	POLLO TROPICAL	16 (cups, napkins, take-out bags, containers)	18,786

POLLO TROPICAL
Trademark Registrations as of JANUARY 29, 1999

COUNTRY	MARK	CLASS	REGISTRATION NO.
PANAMA	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	76714
PARAGUAY	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	184,534
PERU	POLLO TROPICAL and Design (design is green, red background colors)	42 (restaurant services)	180,445
PERU	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	6636
PUERTO RICO	POLLO TROPICAL	42 (restaurant services)	6145
PUERTO RICO	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	32,863
PUERTO RICO	POLLO TROPICAL	42 (restaurant services)	32,861
PUERTO RICO	MISC. DESIGN (chicken underneath palm tree)	42 (restaurant services)	32,859
YUCATAN	YUCATAN FRIES	29 (meats & processed foods)	32,860
YUCATAN	CHICKEN ON THE GRILL	42 (restaurant services)	1,961,247
YUCATAN	YUCATAN FRIES	29 (meats & processed foods)	1,927,281
TRINIDAD/TOBAGO	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	24219
TRINIDAD/TOBAGO	POLLO TROPICAL	42 (restaurant services)	24194

POLLO TROPICAL
Trademark Registrations as of JANUARY 29, 1999

REGISTRATION	MARK	CLASS	REGISTRATION CLASS
URUGUAY	POLLO TROPICAL CHICKEN ON THE GRILL and Design	42 (restaurant services)	300904
	POLLO TROPICAL CHICKEN ON THE GRILL and Design	29 (meals & processed foods)	300904
	POLLO TROPICAL	42 (restaurant services)	300905
	POLLO TROPICAL	29 (meals & processed foods)	300905