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Form PTO-1594
(Rev. 03/01)
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EPARTMENT 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):
Real Mex Restaurants, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other All Delaware corporations

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

2. Name and address of receiving party(ies)
Name: Wells Fargo Bank, N.A.
Internal Address: Corporate Trust Services
Street Address: 707 Wilshire Blvd., 17th Floor
City: Los Angeles State: CA Zip: 90017

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other National Banking Association

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
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: March 29, 2004

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

A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Cathleen Calkins
Internal Address: c/o Latham & Watkins
Street Address: 633 West Fifth Street
Suite 4000
City: Los Angeles State: CA Zip: 90071-2007

6. Total number of applications and registrations involved: ..... 70

7. Total fee (37 CFR 3.41).....$ 1765.00

- [ ] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:
502940

OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

Rachel Pinto, Trademark Paralegal
Name of Person Signing

Signature

April 1, 2004
Date

Total number of pages including cover sheet, attachments, and document: 47

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/07/2004 LMUELLER 00000162 502940 76487026
01 FC:8521 40.00 DA
02 FC:8522 1725.00 DA

TRADEMARK
REEL: 002941 FRAME: 0759

**Item 1. – Conveying Parties – Additional Names**

El Torito Franchising Company

El Torito Restaurants, Inc.

Acapulco Restaurants, Inc.

Acapulco Restaurants of Encinitas, Inc.

Acapulco Restaurant of Ventura, Inc.

Acapulco Restaurant of Westwood, Inc.

Acapulco Mark Corp.

Acapulco Restaurant of Downey, Inc.

Acapulco Restaurant of Moreno Valley, Inc.

Murray Pacific

Real Mex Foods, Inc.

ALA Design, Inc.

Tarv, Inc.

El Paso Cantina, Inc.

**Item 4. A -- Trademark Application Numbers**

1. Serial #:76487026 Mark:"ACAPULCO MEXICAN RESTAURANT"
2. Serial #:78337705 Mark:"TAQUERIA FRESCA"
3. Serial #:75550095 Mark:"SIZE DOES MATTER"
4. Serial #:78272929 Mark:"EL TORITO"
5. Serial #:76413930 Mark:"REAL MEXICAN"
6. Serial #:76044043 Mark:"EL TORITO EST. 1954"
7. Serial #:76413935 Mark:"EL TORITO. REAL MEXICAN."

**Item 4. B -- Trademark Registration Numbers**

8. Registration #:2056826 Mark:"AMIGOS CLUB"
9. Registration #:1854764 Mark:"BURRITOS BY THE FOOT! "
10. Registration #:1561620 Mark:"LA VILLA TAXCO"
11. Registration #:2393744 Mark:"SI WE CAN!"
12. Registration #:1128023 Mark:"ACAPULCO "
13. Registration #:1411761 Mark:"ACAPULCO"
14. Registration #:1128429 Mark:"LOS ARCOS "
15. Registration #:1150058 Mark:"SAN FRANCISCO SPECIAL "
16. Registration #:1809471 Mark:"MARGARITA CLASSICA"
17. Registration #:2115063 Mark:"ACAPULCO MEXICAN RESTAURANT Y CANTINA"
18. Registration #:2098690 Mark:"MARGARITA MONDAYS"
19. Registration #:2019234 Mark:"HUMONGO"
20. Registration #:2389527 Mark:"SEA OF CORTEZ "
21. Registration #:2458752 Mark:"CRANBERRY GOLD "
22. Registration #:2054537 Mark:"CAPPUCCINUT TOSTADA"
23. Registration #:1222950 Mark:"CASA GALLARDO"
24. Registration #:1710269 Mark:"CASA GALLARDO "
25. Registration #:1215404 Mark:"CASA GALLARDO MEXICAN RESTAURANT & BAR"
26. Registration #:2319732 Mark:"EL TORITO"
27. Registration #:939089 Mark:"EL TORITO "
28. Registration #:2239452 Mark:"EL TORITO EXPRESS "
29. Registration #:2652180 Mark:"EL TORITO EXPRESS "

30. Registration #:2243896 Mark:"EL TORITO EXPRESS GRILL "

31. Registration #:2319745 Mark:"EL TORITO"

32. Registration #:1487926 Mark:"EL TORITO G-R-I-L-L"

33. Registration #:2187960 Mark:"EL TORITO GRILL"

34. Registration #:1763092 Mark:"FAJITAS CHIQUITAS "

35. Registration #:1660229 Mark:"FIESTA ZONE "

36. Registration #:1090533 Mark:"GUADALAHARRY'S"

37. Registration #:1195937 Mark:"GUADALAHARRY'S "

38. Registration #:2272248 Mark:"HOLA AMIGOS "

39. Registration #:1637727 Mark:"PRONTO COMBO"

40. Registration #:1582816 Mark:"SALSA QUEMADA "

41. Registration #:2192257 Mark:"SURRENDER TO THE BEAT OF THE BLENDER"

42. Registration #:1655092 Mark:"TACO MANIA"

43. Registration #:2170610 Mark:"TAQUERIA FRESCA"

44. Registration #:2183170 Mark:"TAQUERIA FRESCA Y CANTINA"

45. Registration #:1650442 Mark:"TEQUILA WILLIE'S"

46. Registration #:1653964 Mark:"THE ORIGINAL EL TORITO RESTAURANT EST.1954 "

47. Registration #:2288003 Mark:"WHO-SONG & LARRY'S "

48. Registration #:2201058 Mark:"BAJA BEACH PARTY"

49. Registration #:2336362 Mark:"45 RPM "

50. Registration #:2481425 Mark:"CABO SAN CHILI RICE BOWL"

51. Registration #:2187953 Mark:"EL TORITO"

52. Registration #:2410258 Mark:"EL TORITO"

53. Registration #:2410247 Mark:"EL TORITO"

54. Registration #:2418861 Mark:"EL TORITO EST. 1954"

55. Registration #:2410249 Mark:"EL TORITO EST. 1954"

56. Registration #:2403777 Mark:"GRANDE SENSATIONS "

57. Registration #:2338851 Mark:"GUACKA-WACKA-MOLE "

58. Registration #:2714824 Mark:"LAVA COLADA "

59. Registration #:2410253

60. Registration #:2336340

61. Registration #:2481427 Mark:"MUCHO WACKO-SKINS"

62. Registration #:2366289 Mark:"POLLO IN PARADISE BURRITO "

63. Registration #:2412092 Mark:"QUIXTAPAS "

64. Registration #:2429398 Mark:"SURFIN' SKEWERS "

65. Registration #:2465051 Mark:"TOTALLY INTENSE TORTAS "

66. Registration #:2481423 Mark:"TWO TO TANGO"

67. Registration #:2498754 Mark:"XXL SIZZLING ENCHI WOW DAS "

68. Registration #:2800792

69. Registration #:2726055 Mark:"MARGARITA SUPREMA"

70. Registration #:1961662 Mark:"EL TORITO"

# TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (together with all amendments, supplements and modifications, if any, from time to time hereto, this "Agreement"), dated as of March 31, 2004, is by the undersigned (each an "Assignor" and collectively the "Assignors") in favor of Wells Fargo Bank, National Association, in its capacity as the collateral agent (in such capacity, together with its successors and assignees, the "Collateral Agent") for the Secured Parties (as defined below).

WITNESSETH:

**WHEREAS**, Real Mex Restaurants, Inc., a Delaware corporation (the "Issuer"), the guarantors named therein and Wells Fargo Bank, National Association, as trustee (in such capacity, the "Trustee") for the benefit of the holders of the Note Obligations (the "Holders"), are parties to that certain indenture, dated as of even date herewith (as the same may be amended, restated, modified, supplemented, renewed, refunded, replaced or refinanced from time to time, the "Indenture") and;

**WHEREAS**, the Assignors have executed and delivered to the Collateral Agent, for the benefit of the Collateral Agent, a security agreement (the "Security Agreement"), pursuant to which the Assignors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain of the Assignors' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined below); and

**WHEREAS**, the Collateral Agent and Fleet National Bank, as Administrative Agent, have entered into the Intercreditor Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"); and

**WHEREAS**, each Assignor is the Issuer or a direct or indirect subsidiary of the Issuer and as such will derive direct and indirect economic benefits from the issuance of Notes under the Indenture; and

**WHEREAS**, the Holders have required, as a condition to the purchase of the Notes under the Indenture, that each Assignor grant to the Collateral Agent for its benefit and the ratable benefit of itself, the Trustee and the Holders (collectively, the "Secured Parties") a security interest in and to the Collateral (as defined herein);

**WHEREAS**, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

**NOW, THEREFORE,** in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## 1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Indenture. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Materially Adverse Effect. A materially adverse effect on the properties, assets, financial condition or business of the Issuer and its Restricted Subsidiaries or material impairment of the right of the Issuer and its Restricted Subsidiaries, taken as a whole, to carry on business substantially as now conducted by them, or any questioning of the validity of this Trademark Agreement or any of the other Note Documents, or any action taken or to be taken pursuant hereto or thereto.

Obligations. All of the Note Obligations (including the Issuer's Obligations under the Notes (including any Additional Notes and any exchange notes issued from time to time pursuant to any agreement to provide registration rights in respect of the Notes)) and, with respect to any Assignor that is a Guarantor of the Note Obligations, all obligations and liabilities of such Assignor which may arise under or in connection with such Guarantee or any other Note Document to which such Assignor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to any Secured Party that are required to be paid by such Assignor pursuant to the terms of this Agreement or any other Note Document).

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production,

delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of any Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by any Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of any Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's suppliers or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by any Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Store. A particular restaurant at a particular location that is owned or operated by the Issuer or one of its Subsidiaries.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended, supplemented or modified and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of any Assignor, or to which any Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of any Assignor or the

Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Collateral Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Assignor or the Collateral Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by any Assignor or are now owned, held or used by any Assignor, in any Assignor's business, or with any Assignor's products and services, or in which any Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by any Assignor in any Assignor's business or with any Assignor's products and services, or in which any Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Assignor or its business or for the direct or indirect benefit of any Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of any Assignor, or by any franchisee, licensee or contractor of any Assignor.

## 2. GRANT OF SECURITY INTEREST.

### 2.1. Security Interest; Assignment of Marks.

As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and second priority lien (subject only to Permitted Prior Liens) on all of such Assignor's right, title and interest to the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) such Assignor's right, title



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the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement or otherwise and shall not be in derogation thereof.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all material Trademarks and all Trademark Registrations now owned, licensed, controlled or used by any Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations that could be reasonably expected to, either in any case or in the aggregate, have a Materially Adverse Effect; (iii) to the best of each Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of each Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights that could be reasonably expected to, either in any case or in the aggregate, have a Materially Adverse Effect; (v) except as set forth on Schedule B attached hereto, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of each Assignor's knowledge, there is no infringement by any Assignor of the trademark rights of others; (vi) the Assignors are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that any Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by any Assignor not to sue third persons, other than (a) the security interest and assignment created by the Security Agreement, this Trademark Agreement and any Trademark License Rights, and (b) Priority Liens; (vii) each Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) each Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) each Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Collateral Agent for the benefit of the Secured Parties a valid and perfected second priority security interest (subject only to Permitted Prior Liens) in the Pledged Trademarks (other than foreign Trademarks) upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the jurisdictions and filing offices set forth on Schedule C hereto under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by each Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by each Assignor, or (B) for the perfection of or the exercise by the Collateral Agent of any of its rights and remedies hereunder, provided that the

representation, warranty and covenant in this clause (xi) shall not apply to foreign Trademarks.

## 4. INSPECTION RIGHTS.

Each Assignor hereby grants to the Collateral Agent and its employees and agents the right to visit such Assignor's Stores and other facilities that prepare, manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto on reasonable advance notice to such Assignor and at reasonable times during regular business hours.

## 5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Collateral Agent's prior written consent, no Assignor will enter into any agreement (for example, a license agreement) that is inconsistent with the any Assignor's obligations under this Trademark Agreement or the Security Agreement. Notwithstanding anything herein to the contrary, however, each Assignor shall have the right to enter into licenses of the Pledged Trademarks in the ordinary course of business in connection with franchise agreements permitted under § 28 of the Security Agreement and upon prior written notice to the Collateral Agent.

## 6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignors shall provide to the Collateral Agent notice thereof in writing not later than one month after the last day of each fiscal quarter of the Issuer and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the Collateral Agent's interest therein. In addition, on the Collateral Agent's reasonable written request (not to exceed four times per calendar year so long as no Event of Default is continuing), the Assignors shall promptly provide the Collateral Agent with a revised version of Schedule A hereto showing any additions or revisions to the Trademark Registrations then owned by any Assignor.

6.2. Amendment to Schedule. Each Assignor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

## 7. TRADEMARK PROSECUTION.

7.1. Assignors Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Collateral Agent and the Secured Parties harmless from any and all costs, damages, liabilities and expenses that

may be incurred by the Collateral Agent or any Secured Parties in connection with the Collateral Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility and in the event that trademark counsel is required, the Assignors shall retain trademark counsel reasonably acceptable to the Collateral Agent.

7.2. Assignors' Duties, etc. Each Assignor shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations; provided that no Assignor shall have the duty to take any action with respect to any Trademark which has a minimal value or is otherwise no longer useful in the business of the Issuer and its Subsidiaries. Any expenses incurred in connection with such applications and actions shall be borne jointly and severally by the Assignors. No Assignor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark (other than any Trademark which has a minimal value or is otherwise no longer useful in the business of the Issuer and its Subsidiaries), without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

7.3. Assignors' Enforcement Rights. Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights; provided that no Assignor shall have the duty to take any action with respect to any Trademark which has a minimal value or is otherwise no longer useful in the business of the Issuer and its Subsidiaries. Such Assignor may require the Collateral Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent or any Holder to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including legal fees, incurred by the Collateral Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks; provided that no Assignor shall have the duty to take any action with respect to any Trademark which has a minimal value or is otherwise no longer useful in the business of the Issuer and its Subsidiaries. No Assignor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks; provided that no Assignor shall have the duty to take any action with respect to any Trademark which has a minimal value or is otherwise no longer useful in the business of the Issuer and its Subsidiaries.

7.5. Notification by Assignors. Promptly upon obtaining knowledge thereof, the Assignors will notify the Collateral Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States

or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Assignor or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

**8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, subject to the Intercreditor Agreement, the Collateral Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement or otherwise those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall transfer the residue of such proceeds to the Trustee, who shall apply the residue of such proceeds toward the payment of the Obligations in accordance with the terms of the Indenture and the Intercreditor Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least six (6) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of in accordance with the terms of the Intercreditor Agreement.

**9. COLLATERAL PROTECTION.**

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Collateral Agent, in its own name or that of any Assignor (in the sole discretion of the Collateral Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree jointly and severally promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

**10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as such Assignor's true and

lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Such Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Collateral Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

**11. FURTHER ASSURANCES.**

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the Collateral Agent's security interest in the Pledged Trademarks as a second priority perfected security interest (subject only to Permitted Prior Liens). Each Assignor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of such Assignor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State of New York or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State of New York or such other jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether such Assignor is an organization, the type of organization and any organizational identification number issued to such Assignor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Each Assignor agrees to furnish any such information to the Collateral Agent promptly upon request. Each Assignor also ratifies its authorization for the Collateral Agent to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

**12. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Collateral Agent shall, upon the written request and at the expense of the Assignors (the Assignors being jointly and severally liable for such expense), execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Security Agreement.

**13. COURSE OF DEALING.**

No course of dealing between any Assignor and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors, such liability to be borne jointly and severally.

**15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by the Assignors hereunder shall be debt secured by the Collateral and shall bear, whether before or after judgment, interest set forth in the Indenture at the rate of interest for payment on the Notes during the continuation of an Event of Default.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE**

**EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF SUCH ASSIGNOR, AND THE ASSIGNORS SHALL INDEMNIFY THE COLLATERAL AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY COLLATERAL AGENT OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES, SUCH LIABILITY TO INDEMNIFY TO BE BORNE JOINTLY AND SEVERALLY BY THE ASSIGNORS.**

**17. NOTICES.**

All notices, requests and demands hereunder shall be in writing and (a) made to the Collateral Agent at Wells Fargo Bank, National Association, Corporate Trust Services, 707 Wilshire Boulevard, 17th Floor, Los Angeles, California 90017, Attn: Jeanie Mar, and to each Assignor care of the address for notices for the Issuer under the Indenture or to such other address as either party may designate by written notice to the other in accordance with this provision, and (b) deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing.

**18. RELEASE OF SECURITY INTEREST.**

Notwithstanding anything to the contrary in this Agreement, the security interests in, and Liens on, the Pledged Trademarks created or purported to be created by this Agreement shall be released, subject to the provisions of the Intercreditor Agreement, only in the circumstances and to the extent provided in §10 of the Indenture. The Collateral Agent, upon written request of the Trustee, will sign and deliver appropriate termination statements to terminate such security interests (without any recourse or representation, warranty or liability of any kind).

**19. INTERCREDITOR AGREEMENT.**

The provisions of this Agreement are subject in all respects to the provisions of the Intercreditor Agreement and, in the event of any discrepancy or inconsistency between this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

**20. AMENDMENT AND WAIVER.**

Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct. Subject to the last sentence of this §20, the Collateral Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of the Collateral Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the

Collateral Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which the Collateral Agent would otherwise have on any future occasion, whether similar in kind or otherwise. No amendment or modification to, or any waiver of, any provision of this Agreement shall be effective unless such amendment, modification or waiver is permitted under and effected in accordance with Article 9 of the Indenture.

## 21. GOVERNING LAW; CONSENT TO JURISDICTION.

**THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** Each Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the address specified in §17. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

## 22. WAIVER OF JURY TRIAL.

**EACH ASSIGNOR WAIVES ITS RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignors (i) certify that neither the Collateral Agent nor any Secured Party nor any representative, agent or attorney of the Collateral Agent or any Secured Party has represented, expressly or otherwise, that the Collateral Agent or any Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers and (ii) acknowledge that, in entering into the Indenture and the other Note Documents to which the Collateral Agent or any Secured Party is a party, the Collateral Agent and the Secured Parties are relying upon, among other things, the waivers and certifications contained in this §22.

## 23. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid,

illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

[*Signature Page to Follow*]



TRADEMARK
REEL: 002941 FRAME: 0776

**IN WITNESS WHEREOF**, each Assignor has duly executed and delivered this Trademark Collateral Security and Pledge Agreement as of the day and year first above written.

**ASSIGNORS:**

**REAL MEX RESTAURANTS, INC.**
**EL TORITO FRANCHISING COMPANY**
**EL TORITO RESTAURANTS, INC.**
**ACAPULCO RESTAURANTS, INC.**
**ACAPULCO RESTAURANTS OF ENCINITAS, INC.**
**ACAPULCO RESTAURANT OF VENTURA, INC.**
**ACAPULCO RESTAURANT OF WESTWOOD, INC.**
**ACAPULCO MARK CORP.**
**ACAPULCO RESTAURANT OF DOWNEY, INC.**
**ACAPULCO RESTAURANT OF MORENO VALLEY, INC.**
**MURRAY PACIFIC**
**REAL MEX FOODS, INC.**
**ALA DESIGN, INC.**
**TARV, INC.**
**EL PASO CANTINA, INC.**

By: _____
Name: _____
Title: _____

Accepted:

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Collateral Agent

By: _____
Name: Jeanie Mar
Title: Vice President

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )
) ss.
COUNTY OF LOS ANGELES )

On 3/29/2004 (Date), before me, A. Lee Theus, notary public (Name And Title Of Officer (e.g. "Jane Doe, Notary Public")),

personally appeared Jeanie Mar (Name of Signer(s)),

☑ personally known to me – OR – ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

A. LEE THEUS
Comm. # 1345801
NOTARY PUBLIC - CALIFORNIA
Los Angeles County
My Comm. Expires March 8, 2006

WITNESS my hand and official seal.

Signature of Notary Public

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

**IN WITNESS WHEREOF**, each Assignor has duly executed and delivered this Trademark Collateral Security and Pledge Agreement as of the day and year first above written.

**ASSIGNORS:**

**REAL MEX RESTAURANTS, INC.**
**EL TORITO FRANCHISING COMPANY**
**EL TORITO RESTAURANTS, INC.**
**ACAPULCO RESTAURANTS, INC.**
**ACAPULCO RESTAURANTS OF ENCINITAS, INC.**
**ACAPULCO RESTAURANT OF VENTURA, INC.**
**ACAPULCO RESTAURANT OF WESTWOOD**
**ACAPULCO MARK CORP.**
**ACAPULCO RESTAURANTS OF DOWNEY, INC.**
**ACAPULCO RESTAURANT OF MORENO VALLEY, INC.**
**MURRAY PACIFIC**
**REAL MEX FOODS, INC.**
**ALA DESIGN, INC.**
**TARV INC.**
**EL PASO CANTINA, INC.**

By: Fred Wolfe
Name: FRED WOLFE
Title: PRESIDENT/CEO

Accepted:

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, as Collateral Agent

By:_____
Name:_____
Title:_____

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF CA )
) ss.
COUNTY OF LA )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 29th day of March, 2004, personally appeared FRED WOLFE to me known personally, and who, being by me duly sworn, deposes and says that he is the PRESIDENT CEO of REAL MEX RESTAURANTS, INC., EL TORITO FRANCHISING, INC., EL TORITO RESTAURANTS, INC., ACAPULCO RESTAURANTS, INC., ACAPULCO RESTAURANTS OF ENCINITAS, INC., ACAPULCO RESTAURANT OF VENTURA, INC., ACAPULCO RESTAURANT OF WESTWOOD, ACAPULCO MARK CORP., ACAPULCO FRANCHISING COMPANY, ACAPULCO RESTAURANTS OF DOWNEY, INC., ACAPULCO RESTAURANT OF MORENO VALLEY, INC., MURRAY PACIFIC, REAL MEX FOODS, INC., ALA DESIGN, INC., TARV INC., EL PASO CANTINA, INC., and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Boards of Directors, and said PRESIDENT CEO acknowledged said instrument to be the free act and deed of said corporations.

Felise Garcia
Notary Public
My commission expires: 11/26/06

FELISE GARCIA
Commission # 1387258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 26, 2006

## SCHEDULE A
## U.S. Trademarks and Trademark Registrations

| Owner of Mark | Trademark or Service Mark | Federal Registrations -- United States Patent and Trademark Office Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| AMC[1] | AMIGOS CLUB | 2,056,826 | 04/29/1997 |
| AMC | BURRITOS BY THE FOOT! (and design) | 1,854,764 | 09/20/1994 |
| AMC | LA VILLA TAXCO (and design) | 1,561,620 | 10/17/1989 |
| AMC | SI WE CAN! | 2,393,744 | 10/10/2000 |
| ARI[2] | ACAPULCO (Stylized) | 1,128,023 | 12/18/1979 |
| ARI | ACAPULCO | 1,411,761 | 09/30/1986 |
| ARI | LOS ARCOS (Stylized) | 1,128,429 | 12/25/1979 |
| ARI | SAN FRANCISCO SPECIAL | 1,150,058 | 03/31/1981 |
| ARI | MARGARITA CLASSICA | 1,809,471 | 12/07/1993 |
| ARI | ACAPULCO MEXICAN RESTAURANT Y CANTINA | 2,115,063 | 11/25/1997 |
| ARI | MARGARITA MONDAYS | 2,098,690 | 09/23/1997 |
| ARI | ACAPULCO MEXICAN RESTAURANT | 76/487,026 | 02/03/2003 |

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1 "AMC" shall mean Acapulco Mark Corp.

2 "ARI" shall mean Acapulco Restaurant, Inc.

| Owner of Mark | Trademark or Service Mark | Federal Registrations -- United States Patent and Trademark Office Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| ARI | HUMONGO | 2,019,234 | 11/26/1996 |
| ARI | SEA OF CORTEZ | 2,389,527 | 09/26/2000 |
| ARI | CRANBERRY GOLD | 2,458,752 | 06/05/2001 |
| ETRI[3] | CAPPUCCINUT TOSTADA | 2,054,537 | 04/22/1997 |
| ETRI | CASA GALLARDO | 1,222,950 | 01/04/1983 |
| ETRI | CASA GALLARDO | 1,710,269 | 08/25/1992 |
| ETRI | CASA GALLARDO MEXICAN RESTAURANT & BAR (and design) | 1,215,404 | 11/21/1982 |
| ETRI | EL TORITO | 1,961,662 | 03/12/1996 |
| ETRI | EL TORITO | 2,319,732 | 02/15/2000 |
| ETRI | EL TORITO (SCRIPT) | 939,089 | 07/25/1972 |
| ETRI | EL TORITO EXPRESS | 2,239,452 | 04/13/1999 |
| ETRI | DESIGN ONLY | 2,652,180 | 11/19/2002 |
| ETRI | EL TORITO EXPRESS GRILL | 2,243,896 | 05/04/1999 |
| ETRI | EL TORITO (STYLIZED) | 2,319,745 | 02/15/2000 |
| ETRI | EL TORITO G-R-I-L-L & DESIGN | 1,487,926 | 05/10/1988 |
| ETRI | EL TORITO GRILL | 2,187,960 | 09/08/1998 |
| ETRI | FAJITAS CHIQUITAS | 1,763,092 | 04/06/1993 |

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[3] "ETRI" means El Torito Restaurants, Inc.

| Owner of Mark | Trademark or Service Mark | Federal Registrations -- United States Patent and Trademark Office Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| ETRI | FIESTA ZONE | 1,660,229 | 10/08/1991 |
| ETRI | GUADALAHARRY'S | 1,090,533 | 05/02/1978 |
| ETRI | GUADALAHARRY'S (STYLIZED) | 1,195,937 | 05/18/1982 |
| ETRI | HOLA AMIGOS | 2,272,248 | 08/24/1999 |
| ETRI | PRONTO COMBO | 1,637,727 | 03/12/1991 |
| ETRI | SALSA QUEMADA | 1,582,816 | 02/13/1990 |
| ETRI | SURRENDER TO THE BEAT OF THE BLENDER | 2,192,257 | 09/29/1998 |
| ETRI | TACO MANIA | 1,655,092 | 08/27/1991 |
| ETRI | TAQUERIA FRESCA | 2,170,610 | 06/30/1998 |
| ETRI | TAQUERIA FRESCA Y CANTINA | 2,183,170 | 08/18/1998 |
| ETRI | TEQUILA WILLIE'S | 1,650,442 | 07/09/1991 |
| ETRI | TAQUERIA FRESCA | 78/337,705 | 12/08/2003 |
| ETRI | THE ORIGINAL EL TORITO RESTAURANT EST. 1954 (and design) | 1,653,964 | 08/13/1991 |
| ETRI | WHO-SONG & LARRY'S | 2,288,003 | 10/19/1999 |
| ETRI | BAJA BEACH PARTY | 2,201,058 | 11/3/1998 |

| Mark | Trademark or Service Mark | Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| ETRI | 45 RPM | 2,336,362 | 03/28/2000 |
| ETRI | CABO SAN CHILI RICE BOWL | 2,481,425 | 08/28/2001 |
| ETRI | EL TORITO (STYLIZED) | 2,187,953 | 09/08/1998 |
| ETRI | EL TORITO (STYLIZED) | 2,410,258 | 12/5/2000 |
| ETRI | EL TORITO (STYLIZED) | 2,410,247 | 12/5/2000 |
| ETRI | EL TORITO EST. 1954 (and design) | 2,418,861 | 01/09/2001 |
| ETRI | EL TORITO EST. 1954 (and design) | 2,410,249 | 12/05/2000 |
| ETRI | GRANDE SENSATIONS | 2,403,777 | 11/14/2000 |
| ETRI | GUACKA-WACKA-MOLE | 2,338,851 | 04/04/2000 |
| ETRI | LAVA COLADA | 2,714,824 | 05/13/2003 |
| ETRI | MISCELLANEOUS DESIGN | 2,410,253 | 12/5/2000 |
| ETRI | MISCELLANEOUS DESIGN | 2,336,340 | 03/28/2000 |
| ETRI | MUCHO WACKO-SKINS | 2,481,427 | 08/28/2001 |
| ETRI | POLLO IN PARADISE BURRITO | 2,366,289 | 07/11/2000 |
| ETRI | QUIXTAPAS | 2,412,092 | 12/12/2000 |
| ETRI | SIZE DOES MATTER | 75/550,095 | 09/08/1998 |
| ETRI | SURFIN' SKEWERS | 2,429,398 | 02/20/2001 |
| ETRI | TOTALLY INTENSE TORTAS | 2,465,051 | 07/03/2001 |
| ETRI | TWO TO TANGO | 2,481,423 | 08/28/2001 |
| ETRI | XXL SIZZLING ENCHI WOW DAS | 2,498,754 | 10/16/2001 |
| ETRI | EL TORITO | 78/272,929 | 07/10/2003 |
| ETRI | EL TORITO.REAL MEXICAN | 76/413,935 | 05/23/2002 |
| ETRI | REAL MEXICAN | 76/413,930 | 05/23/2002 |
| ETRI | DESIGN ONLY (BULL DESIGN) | 2,800,792 | 12/30/2003 |

| Mark | Trademark or Service Mark | Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| ETRI | ELTORITO EST. 1954 | 76/044,043 | 05/08/2000 |
| ETRI | MARGARITA SUPREMA | 2,726,055 | 06/10/2003 |

Schedule A-5

LA\1212028.8

## STATE TRADEMARK REGISTRATIONS

| Owner of Mark | Trademark or Service Mark | State | State Registrations -- State Registration No. | Registration Date |
|---|---|---|---|---|
| ARI | ACAPULCO | CA | 26619 | 04/25/1986 |
| ARI | BURRITOS BY THE FOOT | CA | 43899 | 9/21/1994 |
| ARI | SAN FRANCISCO SPECIAL | CA | 55006 | 08/31/1976 |
| ARI | SI, WE CAN! | CA | 042713 | 11/19/1993 |
| ARI | HUMONGO | CA | 045607 | 2/16/1996 |
| ARI | MARGARITA MONDAYS | CA | 045606 | 2/16/1996 |
| ARI | MILLENIUM MARGARITA | CA | 49404 | 3/24/1998 |
| ETRI | CASA GALLARDO | MO | 12928 | 08/22/1994 |
| ETRI | EL TORITO | AZ | 23055 | 11/20/1984 |
| ETRI | EL TORITO | IL | 55702 | 11/26/1984 |
| ETRI | EL TORITO | MD | 1984S-1379 | 11/23/1984 |
| ETRI | EL TORITO | MA | 36089 | 12/03/1984 |
| ETRI | EL TORITO | NY | S-8412 | 11/19/1984 |
| ETRI | TEQUILA WILLIE'S | OH | 5998 | 12/06/1984 |
| ETRI | EL TORITO | OH | 6020 | 11/19/1984 |
| ETRI | EL TORITO | OR | S-19737 | 12/07/1984 |
| ETRI | TEQUILA WILLIE'S | CA | 21660 | 12/06/1984 |
| ETRI | TEQUILA WILLIE'S | WI | --- | 07/29/1988 |
| ETRI | WHO-SONG & LARRY'S CANTINA | WA | 15451 | 12/06/1984 |
| ETRI | ANNIE'S SANTE FE | GA | S 5830 | 05/15/1985 |
| ETRI | EL TORITO | GA | S 5477 | 12/04/1985 |
| ETRI | EL TORITO | WA | 10903 | 11/02/1978 |
| ETRI | ULTIMA MARGARITA | CA | 107401 | 07/10/2001 |
| ETRI | HOLA AMIGAS | CA | 27629 | 07/28/1986 |
| ARI | ACAPULCO | WI | --- | 08/13/2003 |
| ARI | ACAPULCO RESTAURANT INC. | WI | --- | 01/16/2002 |
| ARI | ACAPULCO RESTAURANT INC. | WI | --- | 07/18/1990 |

## FOREIGN TRADEMARK REGISTRATIONS

| Owner of Mark | Trademark or Service Mark(Class) | Country | Foreign Registrations -- Foreign Registration No. | Registration Date |
|---|---|---|---|---|
| ETRI | EL TORITO | AUSTRIA | 196375 | 05/23/2001 |
| ETRI | EL TORITO (42) | BENELUX | 470765 | 10/19/1990 |
| ETRI | EL TORITO | BENELUX | 200121 | 04/1/1996 |
| ETRI | EL TORITO | DENMARK | 20005615VR | 12/05/2000 |
| ETRI | EL TORITO (42) | GERMANY | 2,105,830 | |
| ETRI | EL TORITO | FINLAND | 219810 | 12/15/2000 |
| ETRI | EL TORITO (42) | FRANCE | 1568149 | 10/17/1989 |
| ETRI | EL TORITO (30) | JAPAN | 1662695 | 02/23/1984 |
| ETRI | EL TORITO (32) | JAPAN | 4004725 | 05/30/1997 |
| ETRI | EL TORITO (28) | JAPAN | 2222132 | 04/23/1990 |
| ETRI | EL TORITO (29) | JAPAN | 4043480 | 08/15/1997 |
| ETRI | EL TORITO (42) | UNITED ARAB EMR | 19010 | 12/26/1998 |
| ETRI | EL TORITO (42) | ISRAEL | 121819 | 08/04/1999 |
| ETRI | EL TORITO (16) | JORDAN | 49233 | 06/01/1999 |
| ETRI | EL TORITO (29) | JORDAN | 49234 | 06/01/1999 |
| ETRI | EL TORITO (30) | JORDAN | 49230 | 06/01/1999 |
| ETRI | EL TORITO (31) | JORDAN | 49232 | 06/01/1999 |
| ETRI | EL TORITO (32) | JORDAN | 49231 | 06/01/1999 |
| ETRI | EL TORITO (42) | JAPAN | 3141199 | 04/30/1996 |
| ETRI | EL TORITO (112) | SOUTH KOREA | 22169 | 11/11/1993 |
| ETRI | EL TORITO (42) | LEBANON | 76100 | 06/15/1998 |
| ETRI | EL TORITO (42) | SYRIA | 66157 | 11/12/1998 |
| ETRI | EL TORITO (42) | TURKEY | 185981 | 11/07/1996 |
| ETRI | EL TORITO (7) | TAIWAN | 62073 | 02/01/1993 |
| ETRI | EL TORITO & LOGO (42) | JAPAN | 3244809 | 01/31/1997 |

| Owner of Mark | Trademark or Service Mark(Class) | Country | Foreign Registrations -- Foreign Registration No. | Registration Date |
|---|---|---|---|---|
| ETRI | EL TORITO G-R-I-L-L & DESIGN (42) | TURKEY | 183005 | 03/13/1997 |
| ETRI | EL TORITO GRILL (42) | UNITED ARAB EMR | 19009 | 12/26/1998 |
| ETRI | EL TORITO GRILL (42) | ISRAEL | 121820 | 11/04/1999 |
| ETRI | EL TORITO GRILL (16) | JORDAN | 49565 | 06/29/1999 |
| ETRI | EL TORITO GRILL (29) | JORDAN | 49568 | 06/29/1999 |
| ETRI | EL TORITO GRILL (30) | JORDAN | 49569 | 06/29/1999 |
| ETRI | EL TORITO GRILL (31) | JORDAN | 49566 | 06/29/1999 |
| ETRI | EL TORITO GRILL (32) | JORDAN | 49567 | 06/29/1999 |
| ETRI | EL TORITO EXPRESS GRILL | JAPAN | 4285821 | 06/18/1999 |
| ETRI | EL TORITO GRILL (42) | LEBANON | 76101 | 06/15/1998 |
| ETRI | EL TORITO GRILL (42) | SYRIA | 66185 | 11/14/1998 |
| ETRI | THE ORIGINAL EST. 1954 EL TORITO RESTAURANT | JAPAN | 3244809 | 01/31/1997 |
| ETRI | EL TORITO (LOGO DESIGN) | COSTA RICA | 79479 | 05/06/1992 |

| Owner of Mark | Trademark or Service Mark(Class) | Country | Foreign Registrations -- Foreign Registration No. | Registration Date |
|---|---|---|---|---|
| ETRI | THE ORIGINAL EL TORITO RESTAURANTS EST. 1954 AND DESIGN (42) | COSTA RICA | 82814 | 08/02/1993 |
| ETRI | EL TORITO | FRANCE | 00-3062507 | 04/01/1996 |
| ETRI | EL TORITO | GERMANY | 30064208 | 06/12/2001 |
| ETRI | EL TORITO | GERMANY | 2105830 | 07/07/1999 |
| ETRI | EL TORITO | ITALY | 449201RM | 01/22/2001 |
| ETRI | EL TORITO | SWEDEN | 346673 | 06/02/2001 |
| ETRI | EL TORITO (30) | INDIA | 754991 | 03/17/1997 |
| ETRI | EL TORITO (29) | INDIA | 754992 | 03/17/1997 |
| ETRI | EL TORITO (32) | INDIA | 754993 | 03/17/1997 |
| ETRI | EL TORITO (33) | INDIA | 754994 | 03/17/1997 |
| ETRI | EL TORITO (42) | JAPAN | 3141199 | 04/01/1992 |
| ETRI | EL TORITO (30) | JAPAN | 4002327 | 05/23/1997 |
| ETRI | EL TORITO (42) | MEXICO | 133926 | 02/28/1992 |
| ETRI | EL TORITO (42) | BAHRAIN | 353/98 | 03/09/1998 |
| ETRI | EL TORITO (42) | EGYPT | 113265 | 03/05/1998 |
| ETRI | EL TORITO (42) | E.U. COMMUNITY | 76646 | 04/18/1996 |
| ETRI | EL TORITO (42) | JAPAN | 3195433 | 09/30/1996 |
| ETRI | EL TORITO (42) | MEXICO | 133926 | 02/28/1992 |
| ETRI | EL TORITO (42) | SAUDI ARABIA | 43031 | 03/09/1998 |
| ETRI | EL TORITO AND DESIGN (42) | E.U. COMMUNITY | 184234 | 04/18/1996 |

| Owner of Mark | Trademark or Service Mark(Class) | Country | Foreign Registrations -- Foreign Registration No. | Registration Date |
|---|---|---|---|---|
| ETRI | EL TORITO (IN KATAKANA) (42) | JAPAN | 3195434 | 09/30/1992 |
| ETRI | EL TORITO GRILL (42) | BAHRAIN | 354/98 | 03/09/1998 |
| ETRI | EL TORITO GRILL (42) | EGYPT | 113266 | 03/05/1998 |
| ETRI | EL TORITO GRILL (42) | SAUDI ARABIA | 42992 | 03/07/1998 |

## SCHEDULE B

### Trademark Violations

None

# SCHEDULE C

## Uniform Commercial Code Filing Offices

| Jurisdictions/Filing Offices | Borrower |
|---|---|
| Secretary of State of California: | Acapulco Restaurants of Encinitas, Inc. |
| | TARV, Inc. |
| | Acapulco Restaurant of Westwood, Inc. |
| | Acapulco Restaurant of Downey, Inc. |
| | Murray Pacific |
| | ALA Design, Inc. |
| | Real Mex Foods, Inc. |
| | Acapulco Restaurant of Moreno Valley, Inc. |
| | El Paso Cantina, Inc. |
| | Acapulco Restaurant of Ventura, Inc. |
| Secretary of State of Delaware: | Real Mex Restaurants, Inc. |
| | Acapulco Restaurants, Inc. |
| | El Torito Franchising Company |
| | El Torito Restaurants, Inc. |
| | Acapulco Mark Corp. |





TRADEMARK
REEL: 002941 FRAME: 0792

# EXHIBIT 1

## ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

**WHEREAS,** _____ a corporation organized and existing under the laws of the State of Delaware, having a place of business at 4001 Via Oro Avenue, Suite 200, Long Beach, California 90810 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office and certain other jurisdictions identified on such Annex; and

**WHEREAS,** [_____], having a place of business at [_____] (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

**NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

**IN WITNESS WHEREOF**, the Assignor, by its duly authorized officer, has executed this Assignment of Trademarks and Service Marks, as an instrument under seal, on this _____ day of _____, 20__.

**ASSIGNOR**

**REAL MEX RESTAURANTS, INC.**
**EL TORITO FRANCHISING COMPANY**
**EL TORITO RESTAURANTS, INC.**
**ACAPULCO RESTAURANTS, INC.**
**ACAPULCO RESTAURANTS OF ENCINITAS, INC.**
**ACAPULCO RESTAURANT OF VENTURA, INC.**
**ACAPULCO RESTAURANT OF WESTWOOD, INC.**
**ACAPULCO MARK CORP.**
**ACAPULCO RESTAURANT OF DOWNEY, INC.**
**ACAPULCO RESTAURANT OF MORENO VALLEY, INC.**
**MURRAY PACIFIC**
**REAL MEX FOODS, INC.**
**ALA DESIGN, INC.**
**TARV, INC.**
**EL PASO CANTINA, INC.**

By: _____
Name: _____
Title: _____

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 20__.

**WELLS FARGO BANK,**
**NATIONAL ASSOCIATION**, as Collateral Agent

By: _____
Name: _____
Title: _____

Exhibit 1-2

LA\1212028.8

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____ )
) ss.
COUNTY OF _____ )

Before me, the undersigned, a Notary Public in and for the and county aforesaid, on this _____ day of _____, 20__, personally appeared _____ to me known personally, and who, being by me duly sworn, deposes and says that he is the _____ of REAL MEX RESTAURANTS, INC., EL TORITO FRANCHISING COMPANY, EL TORITO RESTAURANTS, INC., ACAPULCO RESTAURANTS, INC., ACAPULCO RESTAURANTS OF ENCINITAS, INC., ACAPULCO RESTAURANT OF VENTURA, INC., ACAPULCO RESTAURANT OF WESTWOOD, INC., ACAPULCO MARK CORP., ACAPULCO RESTAURANT OF DOWNEY, INC., ACAPULCO RESTAURANT OF MORENO VALLEY, INC., MURRAY PACIFIC, REAL MEX FOODS, INC., ALA DESIGN, INC., TARV, INC., EL PASO CANTINA, INC., and that said instrument was signed and sealed on behalf of said corporations by authority of their respective Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporations.

_____
Notary Public
My commission expires:

Exhibit 1-3

LA\1212028.8

# ANNEX
## U.S. Trademarks and Trademark Registrations

| Owner of Mark | Trademark or Service Mark | Federal Registrations -- United States Patent and Trademark Office Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| AMC[1] | AMIGOS CLUB | 2,056,826 | 04/29/1997 |
| AMC | BURRITOS BY THE FOOT! (and design) | 1,854,764 | 09/20/1994 |
| AMC | LA VILLA TAXCO (and design) | 1,561,620 | 10/17/1989 |
| AMC | SI WE CAN! | 2,393,744 | 10/10/2000 |
| ARI[2] | ACAPULCO (Stylized) | 1,128,023 | 12/18/1979 |
| ARI | ACAPULCO | 1,411,761 | 09/30/1986 |
| ARI | LOS ARCOS (Stylized) | 1,128,429 | 12/25/1979 |
| ARI | SAN FRANCISCO SPECIAL | 1,150,058 | 03/31/1981 |
| ARI | MARGARITA CLASSICA | 1,809,471 | 12/07/1993 |
| ARI | ACAPULCO MEXICAN RESTAURANT Y CANTINA | 2,115,063 | 11/25/1997 |
| ARI | MARGARITA MONDAYS | 2,098,690 | 09/23/1997 |
| ARI | ACAPULCO MEXICAN RESTAURANT | 76/487,026 | 02/03/2003 |

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[1] "AMC" shall mean Acapulco Mark Corp.

[2] "ARI" shall mean Acapulco Restaurant, Inc.



TRADEMARK
REEL: 002941 FRAME: 0796

| Owner of Mark | Trademark or Service Mark | Federal Registrations -- United States Patent and Trademark Office Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| ARI | HUMONGO | 2,019,234 | 11/26/1996 |
| ARI | SEA OF CORTEZ | 2,389,527 | 09/26/2000 |
| ARI | CRANBERRY GOLD | 2,458,752 | 06/05/2001 |
| ETRI[3] | CAPPUCCINUT TOSTADA | 2,054,537 | 04/22/1997 |
| ETRI | CASA GALLARDO | 1,222,950 | 01/04/1983 |
| ETRI | CASA GALLARDO | 1,710,269 | 08/25/1992 |
| ETRI | CASA GALLARDO MEXICAN RESTAURANT & BAR (and design) | 1,215,404 | 11/21/1982 |
| ETRI | EL TORITO | 1,961,662 | 03/12/1996 |
| ETRI | EL TORITO | 2,319,732 | 02/15/2000 |
| ETRI | EL TORITO (SCRIPT) | 939,089 | 07/25/1972 |
| ETRI | EL TORITO EXPRESS | 2,239,452 | 04/13/1999 |
| ETRI | DESIGN ONLY | 2,652,180 | 11/19/2002 |
| ETRI | EL TORITO EXPRESS GRILL | 2,243,896 | 05/04/1999 |
| ETRI | EL TORITO (STYLIZED) | 2,319,745 | 02/15/2000 |
| ETRI | EL TORITO G-R-I-L-L & DESIGN | 1,487,926 | 05/10/1988 |
| ETRI | EL TORITO GRILL | 2,187,960 | 09/08/1998 |
| ETRI | FAJITAS CHIQUITAS | 1,763,092 | 04/06/1993 |

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[3] "ETRI" means El Torito Restaurants, Inc.



TRADEMARK
REEL: 002941 FRAME: 0797

| Owner of Mark | Trademark or Service Mark | Federal Registrations -- United States Patent and Trademark Office Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| ETRI | FIESTA ZONE | 1,660,229 | 10/08/1991 |
| ETRI | GUADALAHARRY'S | 1,090,533 | 05/02/1978 |
| ETRI | GUADALAHARRY'S (STYLIZED) | 1,195,937 | 05/18/1982 |
| ETRI | HOLA AMIGOS | 2,272,248 | 08/24/1999 |
| ETRI | PRONTO COMBO | 1,637,727 | 03/12/1991 |
| ETRI | SALSA QUEMADA | 1,582,816 | 02/13/1990 |
| ETRI | SURRENDER TO THE BEAT OF THE BLENDER | 2,192,257 | 09/29/1998 |
| ETRI | TACO MANIA | 1,655,092 | 08/27/1991 |
| ETRI | TAQUERIA FRESCA | 2,170,610 | 06/30/1998 |
| ETRI | TAQUERIA FRESCA Y CANTINA | 2,183,170 | 08/18/1998 |
| ETRI | TEQUILA WILLIE'S | 1,650,442 | 07/09/1991 |
| ETRI | TAQUERIA FRESCA | 78/337,705 | 12/08/2003 |
| ETRI | THE ORIGINAL EL TORITO RESTAURANT EST. 1954 (and design) | 1,653,964 | 08/13/1991 |
| ETRI | WHO-SONG & LARRY'S | 2,288,003 | 10/19/1999 |
| ETRI | BAJA BEACH PARTY | 2,201,058 | 11/3/1998 |



TRADEMARK
REEL: 002941 FRAME: 0798

| Mark | Trademark or Service Mark | Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| ETRI | 45 RPM | 2,336,362 | 03/28/2000 |
| ETRI | CABO SAN CHILI RICE BOWL | 2,481,425 | 08/28/2001 |
| ETRI | EL TORITO (STYLIZED) | 2,187,953 | 09/08/1998 |
| ETRI | EL TORITO (STYLIZED) | 2,410,258 | 12/5/2000 |
| ETRI | EL TORITO (STYLIZED) | 2,410,247 | 12/5/2000 |
| ETRI | EL TORITO EST. 1954 (and design) | 2,418,861 | 01/09/2001 |
| ETRI | EL TORITO EST. 1954 (and design) | 2,410,249 | 12/05/2000 |
| ETRI | GRANDE SENSATIONS | 2,403,777 | 11/14/2000 |
| ETRI | GUACKA-WACKA-MOLE | 2,338,851 | 04/04/2000 |
| ETRI | LAVA COLADA | 2,714,824 | 05/13/2003 |
| ETRI | MISCELLANEOUS DESIGN | 2,410,253 | 12/5/2000 |
| ETRI | MISCELLANEOUS DESIGN | 2,336,340 | 03/28/2000 |
| ETRI | MUCHO WACKO-SKINS | 2,481,427 | 08/28/2001 |
| ETRI | POLLO IN PARADISE BURRITO | 2,366,289 | 07/11/2000 |
| ETRI | QUIXTAPAS | 2,412,092 | 12/12/2000 |
| ETRI | SIZE DOES MATTER | 75/550,095 | 09/08/1998 |
| ETRI | SURFIN' SKEWERS | 2,429,398 | 02/20/2001 |
| ETRI | TOTALLY INTENSE TORTAS | 2,465,051 | 07/03/2001 |
| ETRI | TWO TO TANGO | 2,481,423 | 08/28/2001 |
| ETRI | XXL SIZZLING ENCHI WOW DAS | 2,498,754 | 10/16/2001 |
| ETRI | EL TORITO | 78/272,929 | 07/10/2003 |
| ETRI | EL TORITO.REAL MEXICAN | 76/413,935 | 05/23/2002 |
| ETRI | REAL MEXICAN | 76/413,930 | 05/23/2002 |
| ETRI | DESIGN ONLY (BULL DESIGN) | 2,800,792 | 12/30/2003 |

| Mark | Trademark or Service Mark | Serial/Registration No. | Filing/Registration Date |
|---|---|---|---|
| ETRI | ELTORITO EST. 1954 | 76/044,043 | 05/08/2000 |
| ETRI | MARGARITA SUPREMA | 2,726,055 | 06/10/2003 |

## STATE TRADEMARK REGISTRATIONS

| Owner of Mark | Trademark or Service Mark | State | State Registrations -- State Registration No. | Registration Date |
|---|---|---|---|---|
| ARI | ACAPULCO | CA | 26619 | 04/25/1986 |
| ARI | BURRITOS BY THE FOOT | CA | 43899 | 9/21/1994 |
| ARI | SAN FRANCISCO SPECIAL | CA | 55006 | 08/31/1976 |
| ARI | SI, WE CAN! | CA | 042713 | 11/19/1993 |
| ARI | HUMONGO | CA | 045607 | 2/16/1996 |
| ARI | MARGARITA MONDAYS | CA | 045606 | 2/16/1996 |
| ARI | MILLENIUM MARGARITA | CA | 49404 | 3/24/1998 |
| ETRI | CASA GALLARDO | MO | 12928 | 08/22/1994 |
| ETRI | EL TORITO | AZ | 23055 | 11/20/1984 |
| ETRI | EL TORITO | IL | 55702 | 11/26/1984 |
| ETRI | EL TORITO | MD | 1984S-1379 | 11/23/1984 |
| ETRI | EL TORITO | MA | 36089 | 12/03/1984 |
| ETRI | EL TORITO | NY | S-8412 | 11/19/1984 |
| ETRI | TEQUILA WILLIE'S | OH | 5998 | 12/06/1984 |
| ETRI | EL TORITO | OH | 6020 | 11/19/1984 |
| ETRI | EL TORITO | OR | S-19737 | 12/07/1984 |
| ETRI | TEQUILA WILLIE'S | CA | 21660 | 12/06/1984 |
| ETRI | TEQUILA WILLIE'S | WI | --- | 07/29/1988 |
| ETRI | WHO-SONG & LARRY'S CANTINA | WA | 15451 | 12/06/1984 |
| ETRI | ANNIE'S SANTE FE | GA | S 5830 | 05/15/1985 |
| ETRI | EL TORITO | GA | S 5477 | 12/04/1985 |
| ETRI | EL TORITO | WA | 10903 | 11/02/1978 |
| ETRI | ULTIMA MARGARITA | CA | 107401 | 07/10/2001 |
| ETRI | HOLA AMIGAS | CA | 27629 | 07/28/1986 |
| ARI | ACAPULCO | WI | --- | 08/13/2003 |
| ARI | ACAPULCO RESTAURANT INC. | WI | --- | 01/16/2002 |
| ARI | ACAPULCO RESTAURANT INC. | WI | --- | 07/18/1990 |

## FOREIGN TRADEMARK REGISTRATIONS

| Owner of Mark | Trademark or Service Mark(Class) | Country | Foreign Registrations -- Foreign Registration No. | Registration Date |
|---|---|---|---|---|
| ETRI | EL TORITO | AUSTRIA | 196375 | 05/23/2001 |
| ETRI | EL TORITO (42) | BENELUX | 470765 | 10/19/1990 |
| ETRI | EL TORITO | BENELUX | 200121 | 04/1/1996 |
| ETRI | EL TORITO | DENMARK | 20005615VR | 12/05/2000 |
| ETRI | EL TORITO (42) | GERMANY | 2,105,830 | |
| ETRI | EL TORITO | FINLAND | 219810 | 12/15/2000 |
| ETRI | EL TORITO (42) | FRANCE | 1568149 | 10/17/1989 |
| ETRI | EL TORITO (30) | JAPAN | 1662695 | 02/23/1984 |
| ETRI | EL TORITO (32) | JAPAN | 4004725 | 05/30/1997 |
| ETRI | EL TORITO (28) | JAPAN | 2222132 | 04/23/1990 |
| ETRI | EL TORITO (29) | JAPAN | 4043480 | 08/15/1997 |
| ETRI | EL TORITO (42) | UNITED ARAB EMR | 19010 | 12/26/1998 |
| ETRI | EL TORITO (42) | ISRAEL | 121819 | 08/04/1999 |
| ETRI | EL TORITO (16) | JORDAN | 49233 | 06/01/1999 |
| ETRI | EL TORITO (29) | JORDAN | 49234 | 06/01/1999 |
| ETRI | EL TORITO (30) | JORDAN | 49230 | 06/01/1999 |
| ETRI | EL TORITO (31) | JORDAN | 49232 | 06/01/1999 |
| ETRI | EL TORITO (32) | JORDAN | 49231 | 06/01/1999 |
| ETRI | EL TORITO (42) | JAPAN | 3141199 | 04/30/1996 |
| ETRI | EL TORITO (112) | SOUTH KOREA | 22169 | 11/11/1993 |
| ETRI | EL TORITO (42) | LEBANON | 76100 | 06/15/1998 |
| ETRI | EL TORITO (42) | SYRIA | 66157 | 11/12/1998 |
| ETRI | EL TORITO (42) | TURKEY | 185981 | 11/07/1996 |
| ETRI | EL TORITO (7) | TAIWAN | 62073 | 02/01/1993 |
| ETRI | EL TORITO & LOGO (42) | JAPAN | 3244809 | 01/31/1997 |

| Owner of Mark | Trademark or Service Mark(Class) | Country | Foreign Registrations -- Foreign Registration No. | Registration Date |
|---|---|---|---|---|
| ETRI | EL TORITO G-R-I-L-L & DESIGN (42) | TURKEY | 183005 | 03/13/1997 |
| ETRI | EL TORITO GRILL (42) | UNITED ARAB EMR | 19009 | 12/26/1998 |
| ETRI | EL TORITO GRILL (42) | ISRAEL | 121820 | 11/04/1999 |
| ETRI | EL TORITO GRILL (16) | JORDAN | 49565 | 06/29/1999 |
| ETRI | EL TORITO GRILL (29) | JORDAN | 49568 | 06/29/1999 |
| ETRI | EL TORITO GRILL (30) | JORDAN | 49569 | 06/29/1999 |
| ETRI | EL TORITO GRILL (31) | JORDAN | 49566 | 06/29/1999 |
| ETRI | EL TORITO GRILL (32) | JORDAN | 49567 | 06/29/1999 |
| ETRI | EL TORITO EXPRESS GRILL | JAPAN | 4285821 | 06/18/1999 |
| ETRI | EL TORITO GRILL (42) | LEBANON | 76101 | 06/15/1998 |
| ETRI | EL TORITO GRILL (42) | SYRIA | 66185 | 11/14/1998 |
| ETRI | THE ORIGINAL EST. 1954 EL TORITO RESTAURANT | JAPAN | 3244809 | 01/31/1997 |
| ETRI | EL TORITO (LOGO DESIGN) | COSTA RICA | 79479 | 05/06/1992 |

| Owner of Mark | Trademark or Service Mark(Class) | Country | Foreign Registrations -- Foreign Registration No. | Registration Date |
|---|---|---|---|---|
| ETRI | THE ORIGINAL EL TORITO RESTAURANTS EST. 1954 AND DESIGN (42) | COSTA RICA | 82814 | 08/02/1993 |
| ETRI | EL TORITO | FRANCE | 00-3062507 | 04/01/1996 |
| ETRI | EL TORITO | GERMANY | 30064208 | 06/12/2001 |
| ETRI | EL TORITO | GERMANY | 2105830 | 07/07/1999 |
| ETRI | EL TORITO | ITALY | 449201RM | 01/22/2001 |
| ETRI | EL TORITO | SWEDEN | 346673 | 06/02/2001 |
| ETRI | EL TORITO (30) | INDIA | 754991 | 03/17/1997 |
| ETRI | EL TORITO (29) | INDIA | 754992 | 03/17/1997 |
| ETRI | EL TORITO (32) | INDIA | 754993 | 03/17/1997 |
| ETRI | EL TORITO (33) | INDIA | 754994 | 03/17/1997 |
| ETRI | EL TORITO (42) | JAPAN | 3141199 | 04/01/1992 |
| ETRI | EL TORITO (30) | JAPAN | 4002327 | 05/23/1997 |
| ETRI | EL TORITO (42) | MEXICO | 133926 | 02/28/1992 |
| ETRI | EL TORITO (42) | BAHRAIN | 353/98 | 03/09/1998 |
| ETRI | EL TORITO (42) | EGYPT | 113265 | 03/05/1998 |
| ETRI | EL TORITO (42) | E.U. COMMUNITY | 76646 | 04/18/1996 |
| ETRI | EL TORITO (42) | JAPAN | 3195433 | 09/30/1996 |
| ETRI | EL TORITO (42) | MEXICO | 133926 | 02/28/1992 |
| ETRI | EL TORITO (42) | SAUDI ARABIA | 43031 | 03/09/1998 |
| ETRI | EL TORITO AND DESIGN (42) | E.U. COMMUNITY | 184234 | 04/18/1996 |

| Owner of Mark | Trademark or Service Mark(Class) | Country | Foreign Registrations -- Foreign Registration No. | Registration Date |
|---|---|---|---|---|
| ETRI | EL TORITO (IN KATAKANA) (42) | JAPAN | 3195434 | 09/30/1992 |
| ETRI | EL TORITO GRILL (42) | BAHRAIN | 354/98 | 03/09/1998 |
| ETRI | EL TORITO GRILL (42) | EGYPT | 113266 | 03/05/1998 |
| ETRI | EL TORITO GRILL (42) | SAUDI ARABIA | 42992 | 03/07/1998 |