

4/26/04

05-01-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp.5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The Chase Manhattan Bank. as Agent

Individuals Association
 General Partnership Limited Partnership
 Corporation-State
 Other New York Banking Corporation

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

2. Name and address of receiving party(ies):
 Name: El Pollo Loco, Inc.
 Address: Suite 200
 Street Address: 3345 Michelson Drive
 City: Irvine State: CA Zip: 92715

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other- Termination and Release of Security Interest in Trademarks

Date: December 29, 1999

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

B. Trademark Registration No.(s)
1,237,518; 1,237,519; 1,409,639; 1,498,099; and 2,132,185

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Francie R. Gorowitz
 Internal Address: O'Melveny & Myers LLP
15th Floor
 Street Address: 400 South Hope Street
 City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500639
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francie R. Gorowitz *Francie Gorowitz* April 19, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

05/03/2004 MSETACHE 00000090 1237318

01 FC:0521 A1:1041091.1
02 FC:0522

40.00 OP
100.00 OP



04-26-2004

TRADEMARK Patent & TMO's/TM Mail Rcpt Dt. #77
REEL: 002960 FRAME: 0937

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of December 29, 1999, from The Chase Manhattan Bank as Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Secured Party"), to Flagstar Corporation, Denny's Inc., El Pollo Loco, Inc., Flagstar Systems, Inc., Quincy Restaurants, Inc., and DFO. Inc., (the "Grantors").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of July 11, 1997, among the Grantors, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Agent for the Lenders (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office ("PTO") on July 22, 1997, at Reel 1612, Frame 0125, listing the Grantors as "Assignors," but mistakenly listing Zalkin, Robin & Goodman LLP, a New York Limited Partnership located at 750 Third Avenue, New York, New York 10017, as "Assignee" of the Security Interest; and

WHEREAS, the substantive document filed with the PTO on July 22, 1997, at Reel 1612, Frame 0125, reveals, in fact, that the Grantors had assigned the security interest to the Secured Party and not Zalkin, Robin & Goodman; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

1. **Collateral:** The term "Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature in:

(a) the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the

world; and (vi) the goodwill of the business of El Pollo Loco, Inc., a Delaware Corporation, connected with and symbolized by the foregoing; and

2. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE CHASE MANHATTAN BANK,
as Agent

By: _____


Name: BARRY K. BERGMAN
Title: VICE PRESIDENT

STATE OF New York)
COUNTY OF New York)

SS.:

On this 21st day of Dec, 1999, before me personally appeared Barry Bergman to me known who, being by me duly sworn, did depose and say that he is a Vice President of The Chase Manhattan Bank, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by The Chase Manhattan Bank.

Ruby V. Tulloch
Notary Public

(Affix Seal Below)

RUBY V. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County
Commission Expires May 31, 2000

Schedule A

<u>U.S. Trademark/Application</u>	<u>U.S. Registration Number/Serial Number</u>
El Pollo Loco <Crazy Chicken>	1,237,518
The Crazy Chicken	1,237,519
El Pollo Loco and Design <Crazy Chicken>	1,409,639
The Original Mexican Char-Broiled Chicken	1,496,099
Pollo Bowl	2,132,185
Fiesta Bowls/75/201,078	

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

LA1:1041091.1

RECORDED: 04/26/2004

**TRADEMARK
REEL: 002960 FRAME: 0942**