

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Julio & Sons Company		09/12/2005	CORPORATION: DELAWARE
Uncle Julio's Corporation		09/12/2005	CORPORATION: TEXAS
Conroe Foods, Inc.		09/12/2005	CORPORATION: TEXAS
The Mexican Restaurant Inc.		09/12/2005	CORPORATION: MARYLAND
Uncle Julio's of Texas, Inc.		09/12/2005	CORPORATION: TEXAS
Uncle Julio's Rio Grande Cafe, Inc.		09/12/2005	CORPORATION: VIRGINIA
Uncle Julio's of Reston, Inc.		09/12/2005	CORPORATION: VIRGINIA
Uncle Julio's of Illinois, Inc.		09/12/2005	CORPORATION: ILLINOIS
Uncle Julio's of Georgia, Inc.		09/12/2005	CORPORATION: GEORGIA

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	76600610	ES TIEMPO PARA UNA SWIRL
Registration Number:	1829707	ES TIEMPO PARA UNA SWIRL
Registration Number:	1629628	
Registration Number:	1541046	JULIO AND JUANITA'S
Serial Number:	78401460	LUCKY BOY
Registration Number:	1839718	PLATO GORDO
Registration Number:	1728385	UNCLE JULIO'S

TRADEMARK

REEL: 003192 FRAME: 0273

900035792

CH \$390.00 76600610

Registration Number:	2247490	UNCLE JULIO'S CASA GRANDE
Registration Number:	1827063	UNCLE JULIO'S HACIENDA
Registration Number:	2086901	UNCLE JULIO'S RIO GRANDE CAFE
Serial Number:	76622797	EDDIE P'S MEXICAN KITCHEN
Serial Number:	76622795	EL MONO RICO
Serial Number:	76622798	MANGO MONKEE
Serial Number:	76622796	MONKEY MILK
Serial Number:	76622799	MONO RICO

#### CORRESPONDENCE DATA

Fax Number: (202)887-0763

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (202) 778-1664

Email: aspivak@mofo.com

Correspondent Name: Andrew N. Spivak

Address Line 1: Morrison & Foerster LLP

Address Line 2: 2000 Pennsylvania Avenue, NW, Suite 5500

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-1888

ATTORNEY DOCKET NUMBER:	51270-90
NAME OF SUBMITTER:	Andrew N. Spivak
Signature:	/Andrew N. Spivak/
Date:	11/10/2005

#### Total Attachments: 8

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of September 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 12, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Julio & Sons Company, a Delaware corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of September 12, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and rights in and to Trademark IP Agreements to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

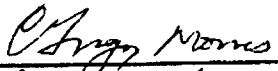
5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

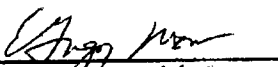
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

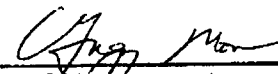
**JULIO & SONS COMPANY,**  
a Delaware corporation, as a Grantor

By:   
Name: DALE MORRIS  
Title: SECRETARY / CEO

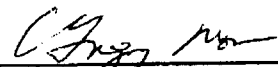
**UNCLE JULIO'S CORPORATION,**  
a Texas corporation, as a Grantor

By:   
Name: DALE MORRIS  
Title: SECRETARY / CEO


**CONROE FOODS, INC.,**  
a Texas corporation, as a Grantor

By:   
Name: DALE MORRIS  
Title: SECRETARY / CEO

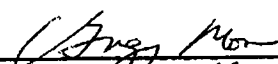
**THE MEXICAN RESTAURANT INC.,**  
a Maryland corporation, as a Grantor

By:   
Name: DALE MORRIS  
Title: SECRETARY / CEO

**UNCLE JULIO'S OF TEXAS, INC.,**  
a Texas corporation, as a Grantor

By:   
Name: DALE MORRIS  
Title: SECRETARY / CEO

**UNCLE JULIO'S RIO GRANDE CAFÉ, INC.,**  
a Virginia corporation, as a Grantor

By:   
Name: DALE MORRIS  
Title: SECRETARY / CEO

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

ny-633933

UNCLE JULIO'S OF RESTON, INC.,  
a Virginia corporation, as a Grantor

By: [Signature]  
Name: ALAN MORRIS  
Title: SECRETARY / CEO

UNCLE JULIO'S OF ILLINOIS, INC.,  
an Illinois corporation, as a Grantor


By: [Signature]  
Name: ALAN MORRIS  
Title: SECRETARY / CEO

UNCLE JULIO'S OF GEORGIA, INC.,  
a Georgia corporation, as a Grantor







By: [Signature]  
Name: ALAN MORRIS  
Title: SECRETARY / CEO

**AGENT:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By:   
Name: RHONDA NOELL  
Title: SENIOR VICE PRESIDENT

**SCHEDULE 1****TRADEMARKS**

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Registration Date</b>	<b>Registration No.</b>
Uncle Julio's Corporation	United States		03/14/1990	74/038,283	12/25/1990	1,629,628
Uncle Julio's Corporation	United States	 (Illinois State Registration)			08/27/2002	089484
Uncle Julio's Corporation	United States	 (Maryland State Registration)			07/09/2002	2002-0125
Uncle Julio's Corporation	United States	 (Texas State Registration)			11/21/2002	800119000
Uncle Julio's Corporation	United States	 (Virginia State Registration)			07/31/2002	3460
Uncle Julio's Corporation	United States	ES TIEMPO PARA UNA SWIRL	07/02/2004	76/600,610		
Uncle Julio's Corporation	United States		05/12/1993	74/389,539	04/05/1994	1,829,707



<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Filing Date</b>	<b>Serial No.</b>	<b>Registration Date</b>	<b>Registration No.</b>
Uncle Julio's Corporation	United States	HACIENDA (Illinois State Registration)			08/27/2002	089485
Uncle Julio's Corporation	United States	JULIO AND JUANITA'S	10/04/1998	73/755,767	05/23/1989	1,541,046
Lucky Boy Corporation	United States	LUCKY BOY	04/14/2004	78/401,460		
Uncle Julio's Corporation	United States	PLATO GORDO	05/12/1993	74/389,540	06/14/1994	1,839,718
Uncle Julio's Corporation	United States	RIO GRANDE CAFE (Maryland State Registration)			07/09/2002	2002-0123
Uncle Julio's Corporation	United States	RIO GRANDE CAFE (Texas State Registration)			11/21/2002	800118997
Uncle Julio's Corporation	United States	RIO GRANDE CAFE (Virginia State Registration)			07/31/2002	3459
Uncle Julio's Corporation	United States	SWIRL (Illinois State Registration)			08/27/2002	089488
Uncle Julio's Corporation	United States	SWIRL (Maryland State Registration)			07/09/2002	2002-122
Uncle Julio's Corporation	United States	SWIRL (Virginia State Registration)			07/31/2002	3464
Uncle Julio's Corporation	United States	UNCLE JULIO'S	04/11/1991	74/156,151	10/27/1992	1,728,385
Uncle Julio's Corporation	United States	UNCLE JULIO'S (Illinois State Registration)			08/27/2002	089487
Uncle Julio's Corporation	United States	UNCLE JULIO'S (Maryland State Registration)			06/22/1992	1992-S2960
Uncle Julio's Corporation	United States	UNCLE JULIO'S (Texas State Registration)			11/21/2002	800121733
Uncle Julio's Corporation	United States	UNCLE JULIO'S (Virginia State Registration)			06/24/1992	3461

Grantor	Country	Trademark	Filing Date	Serial No.	Registration Date	Registration No.
Uncle Julio's Corporation	United States	UNCLE JULIO'S CASA GRANDE	01/30/1998	75/426,749	05/25/1999	2,247,490
Uncle Julio's Corporation	United States	UNCLE JULIO'S HACIENDA	01/11/1993	74/347,291	03/15/1994	1,827,063
Uncle Julio's Corporation	United States	UNCLE JULIO'S HACIENDA (Illinois State Registration)			08/27/2002	089486
Uncle Julio's Corporation	United States	UNCLE JULIO'S RIO GRANDE CAFÉ	10/30/1995	75/012,173	08/12/1997	2,086,901
Uncle Julio's Corporation	United States	UNCLE JULIO'S RIO GRANDE CAFÉ (Maryland State Registration)			07/09/2002	2002-0124
Uncle Julio's Corporation	United States	UNCLE JULIO'S RIO GRANDE CAFÉ (Virginia State Registration)			07/31/2002	3463
Julio & Sons Company	United States	EDDIE P'S MEXICAN KITCHEN	12/01/2004	76/622,797		
Julio & Sons Company	United States	EL MONO RICO	12/01/2004	76/622,795		
Julio & Sons Company	United States	MANGO MONKEE	12/01/2004	76/622,798		
Julio & Sons Company	United States	MONKEY MILK	12/01/2004	76/622,796		
Julio & Sons Company	United States	MONO RICO	12/01/2004	76/622,799		