

11-14-2005

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



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

RECO  
TR. 103058689

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11-14-05

1. Name of conveying party(ies):

Taco Bueno Restaurants, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 9, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Golub Capital Incorporated, as Agent  
 Internal  
 Address:  
 Street Address: 551 Madison Avenue, 6th Floor  
 City: New York  
 State: New York  
 Country: Zip: 10022

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/621,295

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elizabeth Burns

Internal Address: Latham & Watkins

Street Address: 233 South Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 876-7629

Fax Number: (312) 993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature: Elizabeth Burns

Signature

11/07/05

Date

11/15/2005 DBYRNE 00000001 78621295

Elizabeth Burns

Total number of pages including cover sheet, attachments, and document: 6

01 FC:852  
02 FC:8523

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003194 FRAME: 0130

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2005, by TACO BUENO RESTAURANTS, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL INCORPORATED, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated SCIL Credit Agreement dated as August 9, 2005, among TB Corp., a Delaware corporation ("Borrower"), Grantor, the Persons named therein as Credit Parties, Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "SCIL Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to continue to make the Loans to Borrower and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amendment to Security Agreement dated as of August 9, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Amended Security Agreement");

WHEREAS, pursuant to the Security Agreement dated July 23, 2004 ("Security Agreement"), Grantor executed and delivered to Agent a Trademark Security Agreement dated as of July 24, 2004 and filed with the United States Patent and Trademark Office on July 29, 2004 at Reel and Frame 002905/0113 and Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Supplemental Trademark Security Agreement;

WHEREAS, Grantor is a wholly-owned subsidiary of Borrower and as such will derive direct and indirect economic benefits from the Loans and other financial accommodations provided by Lenders to Borrower under the Credit Agreement; and

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. 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.

[signature page follows]

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

TACO BUENO RESTAURANTS, INC. .

By: ~~\_\_\_\_\_~~  
Name: Luis Zaldivar  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL INCORPORATED

By: \_\_\_\_\_  
Duly Authorized Signatory

Signature Page to SCIL Supplemental Trademark Agreement

TRADEMARK  
REEL: 003194 FRAME: 0133

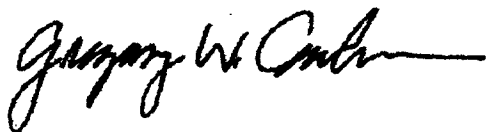
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TACO BUENO RESTAURANTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL INCORPORATED,  
As Agent



By: \_\_\_\_\_  
Name: Gregory W. Cashman  
Title: Managing Director

[Signature Page to SCIL Trademark Security Agreement]

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TRADEMARK  
REEL: 003194 FRAME: 0134

SCHEDULE I  
to  
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

**Issued U.S. Trademark Registrations:**

<b><u>Mark</u></b>	<b><u>Appl. No./ Appl. Date</u></b>	<b><u>Reg. No./ Reg. Date</u></b>
FAST CASUAL QUALITY AT A FAST FOOD PRICE AND CONVENIENCE	78/621,295 05/02/2005	Pending