

11-14-2005

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE  
1 States Patent and Trademark OfficeREC  
103058690  
TRADEMARKS ONLY

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

## 1. Name of conveying party(ies):

Taco Bueno Restaurants, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

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 ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: GE Capital Franchise Corporation, as Agent

Internal

Address: \_\_\_\_\_

Street Address: 500 West MonroeCity: ChicagoState: IllinoisCountry: \_\_\_\_\_ Zip: 60661☐ 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 &amp; address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth BurnsInternal Address: Latham & WatkinsStreet Address: 233 South Wacker Drive, Suite 5800City: ChicagoState: Illinois Zip: 60606Phone Number: (312) 876-7629Fax Number: (312) 993-9767Email Address: elizabeth.burns@lw.com

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

1

## 7. Total fee (37 CFR 2.6(b)(6) &amp; 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

11/07/05

Signature

Date

40.00 Elizabeth Burns

120.00 Name of Person Signing

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

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 22313-1450TRADEMARK  
REEL: 003194 FRAME: 0141

11/15/2005 DBYRNE 00000002 78621295

01 FC:8521  
02 FC:8523

## 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 GE CAPITAL FRANCHISE CORPORATION, in its capacity as Agent for Lenders.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of 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 "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 2905/0101 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:

GE CAPITAL FRANCHISE FINANCE CORPORATION

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

Signature Page to Supplemental Trademark Agreement



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

779989\_1.DOC  
CH\779989.1

RECORDED: 11/14/2005

TRADEMARK  
REEL: 003194 FRAME: 0146