

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
El Chico Restaurants, Inc.		01/31/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2667427	AUTHENTIC HANDMADE MEXICAN FOOD
Registration Number:	0903962	
Registration Number:	1371896	CANTINA LAREDO
Registration Number:	2543780	CASCABEL
Registration Number:	1485682	CUELLARS' EL CHICO SINCE 1929 FINE MEXICAN FOOD
Registration Number:	1406937	EL CHICO
Registration Number:	0929775	EL CHICO
Registration Number:	0929751	EL CHICO
Registration Number:	2428206	EL CHICO CAFE
Registration Number:	2294461	EL CHICO CAFE MEXICAN FOOD SINCE 1940
Registration Number:	2076227	LA PRIMERA
Registration Number:	2194444	MEXICAN MARTINI
Registration Number:	2156816	THE ORIGINAL TEX-MEX CAFE
Serial Number:	78536640	

CH \$415.00 2667427

Serial Number:	78536631	CANTINA LAREDO GOURMET MEXICAN FOOD
Serial Number:	78587727	CASA RITA

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6538
Email: rlal@mofo.com
Correspondent Name: Jennifer Lee Taylor
Address Line 1: Morrison & Foerster LLP, 425 Market St.
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	51270-114
NAME OF SUBMITTER:	Jennifer Lee Taylor
Signature:	/Jennifer Lee Taylor/
Date:	02/03/2006

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 31st day of January, 2006 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 January 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among **CONSOLIDATED RESTAURANT COMPANIES, INC.**, a Delaware corporation ("Parent"), and each of Parent's Subsidiaries signatory thereto (such Subsidiaries and any other Person at any time party thereto as a Borrower, are referred to hereinafter each individually as a "Borrower" and collectively, as "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed 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 January 31, 2006 (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.

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");

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

all reissues, continuations, extensions, modifications and renewals of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

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 any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

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.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. 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.

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. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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.

EL CHICO RESTAURANTS, INC.,
a Texas corporation

By:  _____


Name: _____

Title: COO _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

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

By: 
Name: Katy J. Brooks
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
El Chico Restaurants, Inc.	USA	Authentic Handmade Mexican Food	2,667,427	12/24/02
El Chico Restaurants, Inc.	USA	Boy with Hat (Design)	0,903,962	12/08/70
El Chico Restaurants, Inc.	USA	Cantina Laredo	1,371,896	11/19/85
El Chico Restaurants, Inc.	USA	Cantina Laredo Gourmet Mexican Food (Design)	78/536,631	12/21/04
El Chico Restaurants, Inc.	USA	Casa Rita	78/587,727	03/15/05
El Chico Restaurants, Inc.	USA	Cascabel	2,543,780	03/05/02
El Chico Restaurants, Inc.	USA	Cuellar's El Chico Since 1929 Fine Mexican Food (Design)	1,485,682	04/19/88
El Chico Restaurants, Inc.	USA	El Chico	1,406,937	08/26/86
El Chico Restaurants, Inc.	USA	El Chico	0,929,775	02/22/72
El Chico Restaurants, Inc.	USA	El Chico	0,929,751	02/22/72
El Chico Restaurants, Inc.	USA	El Chico Café	2,428,206	02/13/01
El Chico Restaurants, Inc.	USA	El Chico Café Mexican Food Since 1940 (Design)	2,294,461	11/23/99
El Chico Restaurants, Inc.	USA	La Primera	2,076,227	07/01/97
El Chico Restaurants, Inc.	USA	Mexican Martini	2,194,444	10/06/98
El Chico Restaurants, Inc.	USA	Sun (Design)	78/536,640	12/21/04
El Chico Restaurants, Inc.	USA	The Original Tex Mex Café	2,156,816	05/12/98