


Form PTO-1594 (Rev. 03/01)
 OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY 80034-447 (3)

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

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

<p>1. Name of conveying party(ies): <u>Portillo's Restaurant Systems, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>IL</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>General Electric Capital Internal Corporation, as agent</u> Address: _____ Street Address: <u>500 401 Meritt St</u> City: <u>Norwalk</u> State: <u>CT</u> Zip: <u>06856</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Amended & Restated Trademark Security Agreement</u> Execution Date: <u>December 16, 2005</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> _____ _____ Street Address: <u>35 W. Wacker Dr.</u> _____ City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41) \$ <u>65</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature.</p> <p><u>Laura Konrath</u>  <u>1/4/06</u> Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: </p>	

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

Continuation Item
4

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

1

<u>Mark Reg. No.</u>	<u>Date</u>
2,378,096	08/15/2000

TRADEMARK APPLICATIONS

2

<u>Name of Mark</u>	<u>Trademark Application Serial No.</u>
"R.J.'S ROADHOUSE"	SN,929,776 75/

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
N/A		

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2005, by PORTILLO'S RESTAURANT SYSTEMS, INC., an Illinois corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, Grantor has previously executed and delivered that certain Trademark Security Agreement dated as of October 25, 2001 between Grantor and Agent (the "Prior Trademark Security Agreement");

WHEREAS, Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto as Lenders propose to enter into that certain Amended and Restated Credit Agreement on the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") pursuant to which Lenders propose to make certain Loans and to incur Letter of Credit Obligations (and continue the existing loans and letter of credit obligations under the Existing Credit Agreement, as applicable) for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations (and continue the existing loans and letter of credit obligations under the Existing Credit Agreement, as applicable) as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated Borrower Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Amended and Restated 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, 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.

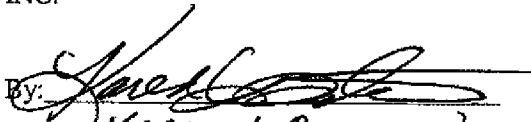
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and 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.

4. AMENDED AND RESTATED AGREEMENT. This Amended and Restated Trademark Security Agreement amends and restates the Prior Trademark Security Agreement and is made in substitution and not in replacement of the Prior Trademark Security Agreement and is not in satisfaction or payment of any obligations of the Borrowers or any Grantor to the Agent thereunder and does not constitute a novation of the Prior Trademark Security Agreement but rather shall relate back to the time of the Prior Trademark Security Agreement for the purposes of filing and perfection.

[signature page follows]

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

PORTILLO'S RESTAURANT SYSTEMS,
INC.

By: 
Name: KAREN L. PETERSON
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____

Name: _____

Title: _____

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PORTILLO'S RESTAURANT SYSTEMS, INC.

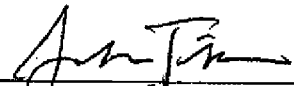
By: _____

Name: _____

Title _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:  _____

Name: Susan Timmerman
Duly Authorized Signatory

Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)

COUNTY OF COOK)

ss.

On this 12 day of December, 2005 before me personally appeared Karen L. Peterson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Portillo's Restaurant Systems, Inc., who being by me duly sworn did depose and say that (s)he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that (s)he acknowledged said instrument to be the free act and deed of said corporation.

Susan D. Shelton
{seal} Notary Public
OFFICIAL SEAL
SUSAN D. SHELTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-4-2009

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