

09-05-2006

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



103299634

To the Director of the U. S. Patent and

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 24, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: GE Capital Franchise Corporation

Internal

Address: _____

Street Address: 17207 North Perimeter Dr.

City: Scottsdale

State: AZ

Country: USA Zip: 85255

- ☐ 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)

78/697855 78/832760

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: Magdalini Rizakos

Internal Address: c/o Latham & Watkins

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312/993-2698

Fax Number: 312/993-9767

Email Address: Magdalini.Rizakos@LW.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- ☐ 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:

Magdalini Rizakos

Signature

August 25, 2006

Date

Magdalini Rizakos

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 22313-1450

TRADEMARK
REEL: 003384 FRAME: 0705

09/05/2006 DBYRNE 00000001 78697855
40.00 OP
25.00 OP
120.00 OP
01 FC: 8521
02 FC: 8522
03 FC: 8523

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2006, by TACO BUENO RESTAURANTS, INC., a Delaware corporation ("Grantor"), in favor of GE CAPITAL FRANCHISE CORPORATION, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 24, 2006, 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, 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

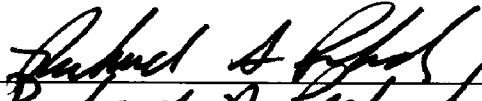
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

ACCEPTED AND ACKNOWLEDGED BY:

GE CAPITAL FRANCHISE FINANCE CORPORATION

By: _____
Duly Authorized Signatory

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: _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

GE CAPITAL FRANCHISE FINANCE CORPORATION,
as Agent

By:  _____
Duly Authorized Signatory

Signature Page to Supplemental Trademark Agreement

TRADEMARK
REEL: 003384 FRAME: 0709

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Issued U.S. Trademark Applications:

MARK	Owner	CLASS(ES): GOODS/SERVICES	COUNTRY/ STATE	APPL.NO./ APPL. DATE	REG. NO./ REG.DATE	STATUS/ COMMENTS
MUCHO BURRITO	Taco Bueno Restaurants, Inc.	30: Mexican food item, including, a burrito for consumption on and off the premises	US	78/697855 08/22/05		Pending
BUENO BURGER	Taco Bueno Restaurants, Inc.	30: Mexican food item, namely hamburgers, for consumption on and off the premises	US	78/832760 03/08/06		Pending; Newly filed application not yet assigned to an Examining Attorney