

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
Taco Maker, Inc., The		10/16/2006	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Banco Santander Puerto Rico		
Street Address:	207 Ponce de Leon Avenue		
Internal Address:	7th Floor		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00917		
Entity Type:	CORPORATION: PUERTO RICO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3075406	JAKE'S OVER THE TOP	
CORRESPONDENCE DATA			
Fax Number:	(787)753-8944		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	787-764-8181		
Email:	javier.vazquez@oneillborges.com		
Correspondent Name:	Javier Vazquez, Esq.		
Address Line 1:	250 Munoz Rivera Avenue		
Address Line 2:	American International Plaza, Suite 800		
Address Line 4:	San Juan, PUERTO RICO 00918-1813		
NAME OF SUBMITTER:	Javier Vazquez, Esq.		
Signature:	/Javier Vazquez/		
Date:	01/18/2007		

OP \$40.00 3075406

900067120

TRADEMARK
REEL: 003463 FRAME: 0667

Total Attachments: 5

source=Recordation Cover Sheet - Jake's Over the Top - Jan 18 2007#page1.tif

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

RECORDATION FORM COVER SHEET
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):

The Taco Maker, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Utah
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) october 16, 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: Banco Santander Puerto Rico

Internal

Address: 7th Floor

Street Address: 207 Ponce de Leon Avenue

City: San Juan

State: Puerto Rico

Country: _____ Zip: 00917

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Puerto Rico
☐ 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)

B. Trademark Registration No.(s)

3075406

Additional sheet(s) attached? ☐ Yes ☒ No

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

Jake's Over the Top

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

Name: Javier Vazquez, Esq.

Internal Address: 250 Munoz Rivera Ave., Ste 800
American International Plaza

Street Address: 250 Munoz Rivera Ave., Ste. 800
American International Plaza

City: San Juan

State: Puerto Rico Zip: 00918-1813

Phone Number: (787) 764-8181

Fax Number: (787) 753-8944

Email Address: javier.vazquez@oneillborges.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 2009
Expiration Date 12/08

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Javier Vazquez, Esq.
Signature

January 18, 2007
Date

Javier Vazquez, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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 SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, is given in Miami, Florida, this 16th day October 2006, between **THE TACO MAKER, INC.**, a corporation organized under the laws of the State of Utah (the "Grantor"), and **BANCO SANTANDER PUERTO RICO**, a banking institution organized and existing under the laws of the Commonwealth of Puerto Rico (the "Grantee").

RECITALS

WHEREAS, Grantor owns the trademarks, servicemarks, trademark registrations, and trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the terms and conditions of a certain Term Loan Agreement dated as of October 13, 2006 by and between TTM Acquisition, Inc., a Utah Corporation (the "Borrower"), and Grantee, as lender, (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"; All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement), Grantee made available to Borrower a term loan credit facility in the principal amount of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000.00) (the "Term Loan Facility") to be used for the acquisition of all of the shares of capital stock of Grantor, in which Borrower will merge on even date hereof, becoming Grantor the surviving corporation.

WHEREAS, pursuant to the terms and conditions of a certain Security Agreement dated as of the date hereof by and between Grantor and Grantee ("Security Agreement"), Grantor pledged and granted to Grantee a continuing security interest in all of its rights, title and interest in and to the collateral described therein, including without limitation, the Trademarks.

WHEREAS, it is condition for the making of the Term Loan Facility that Grantor constitute the pledge and grant the security interest contemplated by this Agreement to secure all obligations of Borrower under the Loan Agreement and the Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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


(3) all products and cash and non-cash proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank;
signature page follows.]

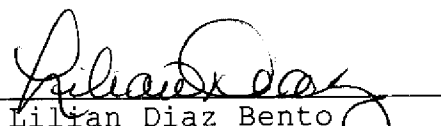
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

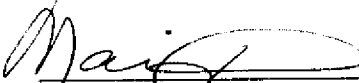
THE TACO MAKER, INC.,
a Utah corporation

By: 
Name: Tomas Torres Otero
Title: President

ACKNOWLEDGED AND ACCEPTED:

BANCO SANTANDER PUERTO RICO,
a Puerto Rico banking corporation

By: 
Name: Lillian Diaz Bento
Title: Authorized Representative

By: 
Name: Maricarmen Toro Davila
Title: Authorized Representative

Schedule 1
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
The Taco Maker and Design	1,766,373	02/25/1992
Jake's Over the Top and Design	3,075,406	01/02/1996

FOREIGN TRADEMARK REGISTRATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Canada	The Taco Maker and Design	1,906,811	03/22/2001
Virgin Isl.	The Taco Maker and Design	6080	06/27/1994
Puerto Rico	The Taco Maker and Design	32,825	05/12/1993
Philippines	The Taco Maker and Design	4-1998-8564	11/20/1998
	Jake's Over the Top and Design	4-1998-08565	11/20/1998
European	The Taco Maker and Design	376,848	09/25/1996

U.S. TRADEMARK APPLICATIONS

NONE.

FOREIGN TRADEMARK APPLICATIONS

mt

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
India	The Taco Maker and Design	1055287	10/30/2001
Argentina	The Taco Maker and Design	2.584.606	04/20/2005

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Trademark Settlement Agreement and License	Taco International, Inc. and The Taco Maker, Inc.	September 11, 1987 and November 6, 1987