

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.	FORMERLY El Chico Corporation	03/30/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	NEXBANK, SSB		
Street Address:	13455 Noel Road, Suite 2220		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Texas Chartered Savings Bank: TEXAS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1406937	EL CHICO	
Registration Number:	1371896	CANTINA LAREDO	
Serial Number:	73506584	EL CHICO	
Serial Number:	73506133	CASA ROSA	
Serial Number:	73221485	NOT THE SAME OLD ENCHILADA	
Serial Number:	73163800	MEXICAN STYLE PIZZA	
Serial Number:	73162703	CHICORITO	
Registration Number:	0903962		
Registration Number:	0929775	EL CHICO	
Registration Number:	0929751	EL CHICO	
Serial Number:	72145175	EL CHICO	
Serial Number:	71637100		
Serial Number:	71637099		
Serial Number:	71607583	EL CHICO	

CH \$415.00 1406937

900074025

TRADEMARK
REEL: 003519 FRAME: 0172

Serial Number:	71587432	EL CHICO
Serial Number:	74322336	PARA LA FAMILIA

CORRESPONDENCE DATA

Fax Number: (213)630-5728

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-891-5011

Email: jhawke@buchalter.com

Correspondent Name: Jody Hawke

Address Line 1: 1000 Wilshire Boulevard, Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:	H3131-0004
NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	04/10/2007

Total Attachments: 11

source=nxb-elchtm#page1.tif
source=nxb-elchtm#page2.tif
source=nxb-elchtm#page3.tif
source=nxb-elchtm#page4.tif
source=nxb-elchtm#page5.tif
source=nxb-elchtm#page6.tif
source=nxb-elchtm#page7.tif
source=nxb-elchtm#page8.tif
source=nxb-elchtm#page9.tif
source=nxb-elchtm#page10.tif
source=nxb-elchtm#page11.tif

TRADEMARK SECURITY AGREEMENT
(El Chico Restaurants, Inc.)

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of March, 2007, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NEXBANK, SSB, as the collateral agent and administrative Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantors, the lenders party thereto as "Lenders" ("Lenders"), Highland Financial Corp. as lead arranger, and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a 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"):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

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

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(e) 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.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of

them, to Agent, the Lender Group, or either of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. CREDIT 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, pursuant to the Credit 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. 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 5, 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.

6. 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Signature Page(s) to Follow]

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

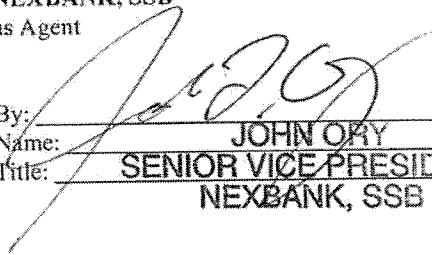
By: 
Name: Mark P. Lamm
Title: Chief Executive Officer

S-1
Trademark Security Agreement
(El Chico Restaurants, Inc.)

TRADEMARK
REEL: 003519 FRAME: 0176

ACCEPTED AND ACKNOWLEDGED BY:

NEXBANK, SSB
as Agent

By: 
Name: JOHN ORY
Title: SENIOR VICE PRESIDENT
NEXBANK, SSB

**Schedule 1
TRADEMARKS**

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1.	1	Pending. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	Casa Rita	78-587,727	03/15/2005
2.	2	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	DESIGN ONLY	3,181,718	12/05/2006
3.	3	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	Cantina Laredo Gourmet Mexican Food	3,206,748	02/06/2007
4.	4	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	Authentic Handmade Mexican Food	2,667,427	12/24/2002

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
5.	5	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	El Chico Café	2,428,206	02/13/2001
6.	6	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	Cascabel	2,543,780	03/05/2002
7.	7	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	El Chico Café Mexican Food Since 1940	2,294,461	11/23/1999
8.	8	Cancelled/None.	El Chico Restaurants, Inc.	Tex-Mecca	75-357,842	09/04/1997
9.	9	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	Mexican Martini	2,194,444	10/06/1998

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
10.	10	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	The Original Tex-Mex Café	2,156,816	05/12/1998
11.	11	Abandoned/None	El Chico Restaurants, Inc.	Kokolua	75-210,432	12/09/1996
12.	12	Cancelled/None	El Chico Restaurants, Inc.	No One Knows Tex-Mex Like El Chico	75-198,645	11/15/1996
13.	15	Cancelled/None	El Chico Restaurants, Inc.	Tobiano	75-040,428	01/02/1996
14.	16	Cancelled/None	El Chico Restaurants, Inc.	Tex-Mexcellence	75-033,159	12/15/1995
15.	17	Abandoned/None	El Chico Restaurants, Inc.	Munchitos	75-028,112	11/30/1995
16.	18	Abandoned/None	El Chico Restaurants, Inc.	Texican	75-022,062	11/20/1995
17.	19	Abandoned/None	El Chico Restaurants, Inc.	Tijuana Toffee Crunch	75-003,635	10/03/1995
18.	20	Abandoned/None	El Chico Restaurants, Inc.	Texican Ribs	74-718,922	08/22/1995
19.	21	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	La Primera	2,076,227	07/01/1997
20.	22	Cancelled/None	El Chico Restaurants, Inc.	Where Tex-Mex Began	74-698,718	07/10/1995
21.	23	Cancelled/None	El Chico Restaurants, Inc.	Tex Max	74-509,394	04/01/1994

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
22.	25	Cancelled/None	El Chico Restaurants, Inc.	A Fresh Approach to Tex-Mex	74-478,576	01/12/1994
23.	27	Abandoned/None	El Chico Restaurants, Inc.	Para La Familia	74-322,336	10/13/1992
24.	28	Cancelled/None	El Chico Restaurants, Inc.	El Chico Fine Mexican Food Since 1940 Para La Familia	74-297,904	07/23/1992
25.	29	Cancelled/None	El Chico Restaurants, Inc.	Design Only	74-250,914	03/02/1992
26.	31	Cancelled/None	El Chico Restaurants, Inc.	The First Family of Mexican Food	74-037,403	03/12/1990
27.	32	Cancelled/None	El Chico Restaurants, Inc.	The Original Tex-Mex Café	73-803,950	06/02/1989
28.	35	Abandoned/None	El Chico Corporation ¹	Lupita's	73-700,685	12/14/1987
29.	36	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	Cuellars' El Chico Since 1929 Fine Mexican Food	1,485,682	04/19/1988
30.	37	Cancelled/None	El Chico Restaurants, Inc.	Garbage	73-639,582	01/13/1987
31.	38	Cancelled/None	El Chico Restaurants, Inc.	Café Cancun	73-629,718	11/10/1986

¹ El Chico Restaurants, Inc. was incorporated in 1957 as "El Chico Corporation"; name was changed to current name 10/12/1992.
BN 1192527v1

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
32.	39	Registered. 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	El Chico	1,406,937	10/07/1985
33.	40	Registered and Renewed 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	Cantina Laredo	1,371,896	11/19/1985
34.	41	Cancelled//None	El Chico Restaurants, Inc.	El Chico	73-506,584	11/01/1984
35.	42	Cancelled//None	El Chico Restaurants, Inc.	Casa Rosa	73-506,133	10/29/1984
36.	44	Cancelled/None	El Chico Corporation ²	Not the Same Old Enchilada	73-221,485	06/28/1979
37.	45	Cancelled/None	El Chico Restaurants, Inc.	Mexican Style Pizza	73-163,800	03/27/1978
38.	46	Expired	El Chico Restaurants, Inc.	Chicorito	73-162,703	03/17/1978

² El Chico Restaurants, Inc. was incorporated in 1957 as "El Chico Corporation"; name was changed to current name 10/12/1992.
BN 1192527v1

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
39.	55	Registered and Renewed 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	Design Only	903,962	12/1/1969
40.	56	Registered and Renewed 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	El Chico	929,775	02/22/1972
41.	57	Registered and Renewed 1. Security Interest Reel/Frame 3240/0326 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc. Assignor: El Chico Restaurants, Inc.	El Chico Restaurants, Inc.	El Chico	929,751	02/22/1972
42.	58	Expired/None	El Chico Restaurants, Inc.	El Chico	72-145,175	05/22/1962
43.	59	Expired/None	El Chico Restaurants, Inc.	Design Only	71-637,100	10/27/1952
44.	60	Expired/None	El Chico Restaurants, Inc.	Design Only	71-637,099	10/27/1952
45.	61	Expired/None	El Chico Restaurants, Inc.	El Chico	71-607,583	12/12/1950
46.	62	Expired/None	El Chico Restaurants, Inc.	El Chico	71-587,432	11/07/1949

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
47.	16	Cancelled/None	El Chico Restaurants, Inc.	Para La Familia	74-322,336	10/13/1992

TRADEMARK

REEL: 003519 FRAME: 0184