TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
El Pollo Loco, Inc.		05/22/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Second Lien Collateral Agent
Street Address:	700 South Flower Street, Suite 500
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	bank: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2758094	CHICKEN LOVER'S BURRITO
Registration Number:	2639261	CLASSIC CHICKEN BURRITO
Registration Number:	1237518	EL POLLO LOCO
Registration Number:	3162229	EL POLLO LOCO
Registration Number:	3262641	EL POLLO LOCO
Registration Number:	2934591	EL POLLO LOCO
Registration Number:	3262640	EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN
Registration Number:	3288881	EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN
Registration Number:	3331273	EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN
Registration Number:	3345387	EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN
Registration Number:	3320540	EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN
Registration Number:	3455685	EPL-TO-GO
Registration Number:	2822859	GIVE IN TO THE POLLO
Registration Number:	3291494	GRILLED FIESTA BURRITO

OP $615.00 2758094

Registration Number:	3335856	IS IT WRONG TO LOVE A CHICKEN?
Registration Number:	2743949	ORIGINAL MEXICAN FLAME-BROILED CHICKEN
Registration Number:	2132185	POLLO BOWL
Registration Number:	3046949	TASTE THE FIRE
Registration Number:	1237519	THE CRAZY CHICKEN
Registration Number:	1498099	THE ORIGINAL MEXICAN CHAR-BROILED CHICKEN
Registration Number:	3072222	TWICE GRILLED BURRITO
Registration Number:	2684927	ULTIMATE CHICKEN BURRITO
Registration Number:	2850594	UNA LOCA PASION
Registration Number:	2473672	WHEN YOU'RE CRAZY FOR CHICKEN

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038507-0089
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/22/2009

Total Attachments: 8

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EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 22, 2009 is entered into by EL POLLO LOCO, INC., a Delaware corporation (the "Grantor"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (the "Secured Parties").

Capitalized terms not otherwise defined herein have the meanings set forth or ascribed to them in the Security Agreement dated as of May 22, 2009 among the Grantor, EPL Intermediate, Inc. ("Holdings"), the other grantors party thereto, and the Collateral Agent (the "Security Agreement").

WHEREAS, the Grantor has issued 11¾% Senior Secured Notes due 2012 (the "Notes") pursuant to an indenture, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Grantor, the other grantors party thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity, the "Trustee"), pursuant to which Holdings, the Grantor and the other grantors party thereto have guaranteed the payment of all of the principal of and interest and premium on the Notes; and

WHEREAS, in order to secure (i) the payment of all of the principal of and interest and premium, if any, on the Notes and the payment and performance of all other Obligations and (ii) all of the Grantor's and other grantors' obligations and liabilities thereunder and in connection therewith, the Grantor and other grantors party thereto are required to execute and deliver the Security Agreement pursuant to the Indenture; and

WHEREAS, concurrently herewith, Grantor is entering into (i) that certain Credit Agreement , dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among the Grantor, as borrower, Holdings and the other grantors party thereto, as guarantors, the financial institutions party thereto as lenders, Jefferies Finance LLC, as administrative agent, and Jefferies Finance LLC, as collateral agent (in such capacity, the "First Lien Collateral Agent") and (ii) that certain Security Agreement, dated as of the date hereof by and among the Grantor, Holdings, the other grantors party thereto and the First Lien Collateral Agent; and

WHEREAS, it is in the best interest of the Grantor to execute the Security Agreement and this Agreement inasmuch as the Grantor will derive significant direct and indirect benefits from the issuance of the Notes; and

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Collateral Agent in the Collateral, including the Pledged Trademarks (as defined below), and is required to execute this Agreement to record the Collateral Agent's security interest therein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all Trademarks, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Pledged Trademarks").

(b) For purposes of the this Agreement, "Trademarks" means all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to the registrations and applications referred to in Schedule A attached hereto, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(c) Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section (i)(a) above attach to nor shall the term "Pledged Trademarks" include any Excluded Assets, including any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would result in the unenforcability or invalidation of such intent-to-use trademark application under applicable federal law.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Termination

Upon the payment in full of all Secured Obligations, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Secured Trademarks shall revert to Grantor. Upon any such termination the Collateral Agent shall, at Grantors' expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

(iv) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK,

TRADEMARK
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INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(v) Waiver of Jury Trial

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to any Loan Document, the Transactions or the other transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section (v).

(vi) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Indenture, assign any right, duty or obligation hereunder.

(vii) Counterparts

This Agreement may be executed in one or more counterparts and by each party hereto in separate counterparts, each of which when so executed, shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

(viii) Incorporation by Reference

In acting under this Agreement, the Collateral Agent shall have the rights, protections and immunities given to it under the Security Agreement, and such are incorporated by reference herein, mutatis mutandis. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ix) Intercreditor Agreement

Notwithstanding anything herein to the contrary, the security interest and lien granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of May 22, 2009, among the Grantor, the Guarantors from time to time party thereto, the First Lien Collateral Agent as Priority Lien Collateral Agent (as defined therein), the Collateral Agent as Trustee under the Indenture, and the Collateral Agent as Collateral Agent (as defined therein) (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will govern.

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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

EL POLLO LOCO, INC.

By: _____
Name: Gary Campanaro
Title: Chief Financial Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as the Collateral Agent

By: _____
Name: Teresa Petta
Title: Vice President

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
CHICKEN LOVER'S BURRITO	2758094	02-Sep-2003	El Pollo Loco, Inc. (Delaware corp.)
CLASSIC CHICKEN BURRITO	2639261	22-Oct-2002	El Pollo Loco, Inc. (Delaware corp.)
EL POLLO LOCO	1237518	10-May-1983	El Pollo Loco, Inc. (Delaware corp.)
EL POLLO LOCO	3162229	24-Oct-2006	El Pollo Loco, Inc. (Delaware corp.)
EL POLLO LOCO & Design (Stacked)	3262641	10-Jul-2007	El Pollo Loco, Inc. (Delaware corp.)
EL POLLO LOCO (New Tombstone Design)	2934591	22-Mar-2005	El Pollo Loco, Inc. (Delaware corp.)
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN	3262640	10-Jul-2007	El Pollo Loco, Inc. (Delaware corp.)
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN	3288881	04-Sep-2007	El Pollo Loco, Inc. (Delaware corp.)
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN & Design (Horizontal)	3331273	06-Nov-2007	El Pollo Loco, Inc. (Delaware corp.)

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN & Design (Stacked)	3345387	27-Nov-2007	El Pollo Loco, Inc. (Delaware corp.)
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN & Design (Stacked)	3320540	23-Oct-2007	El Pollo Loco, Inc. (Delaware corp.)
EPL-TO-GO	3455685	24-Jun-2008	El Pollo Loco, Inc. (Delaware corp.)
GIVE IN TO THE POLLO	2822859	16-Mar-2004	El Pollo Loco, Inc. (Delaware corp.)
GRILLED FIESTA BURRITO	3291494	11-Sep-2007	El Pollo Loco, Inc. (Delaware corp.)
IS IT WRONG TO LOVE A CHICKEN?	3335856	13-Nov-2007	El Pollo Loco, Inc. (Delaware corp.)
ORIGINAL MEXICAN FLAME-BROILED CHICKEN	2743949	29-Jul-2003	El Pollo Loco, Inc. (Delaware corp.)
POLLO BOWL	2132185	27-Jan-1998	El Pollo Loco, Inc. (Delaware corp.)
POLLO TO THE PEOPLE	(78/970,443)	(08-Sep-2006)	El Pollo Loco, Inc. (Delaware corp.)
TASTE THE FIRE	3046949	17-Jan-2006	El Pollo Loco, Inc. (Delaware corp.)
THE CRAZY CHICKEN	1237519	10-May-1983	El Pollo Loco, Inc. (Delaware corp.)
THE ORIGINAL MEXICAN CHAR-BROILED CHICKEN	1498099	26-Jul-1988	El Pollo Loco, Inc. (Delaware corp.)
TWICE GRILLED BURRITO	3072222	21-Mar-2006	El Pollo Loco, Inc. (Delaware corp.)

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
ULTIMATE CHICKEN BURRITO	2684927	04-Feb-2003	El Pollo Loco, Inc. (Delaware corp.)
UNA LOCA PASION (Stylized) UNA LOCA PASIÓN	2850594	08-Jun-2004	El Pollo Loco, Inc. (Delaware corp.)
WHEN YOU'RE CRAZY FOR CHICKEN	2473672	31-Jul-2001	El Pollo Loco, Inc. (Delaware corp.)