

5/26/10

TRADEMARK ASSIGNMENT

06-01-2010

Electronic Version v1.1
Stylesheet Version v1.1



103598544

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Del Taco LLC		05/18/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	333 S. Grand Avenue, Suite 900
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: <i>South Dakota</i>

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	1035949	DEL TACO
Registration Number:	1043729	NAUGLES
Registration Number:	1219339	DOUBLE DEL
Registration Number:	1221321	DEL TACO
Registration Number:	1392800	DEL TACO MEXICAN CAFE
Registration Number:	1458796	DEL TACO EXPRESS
Registration Number:	1728349	DEL TACO
Registration Number:	1793268	DEL TACO
Registration Number:	1830903	DEL TACO
Registration Number:	1871752	GET A LOT FOR WHAT YOU'VE GOT
Registration Number:	1975401	THE WORKS BURRITO
Registration Number:	1990648	MACHO NACHOS
Registration Number:	2492285	DELTACO
Registration Number:	2708826	KID LOCO

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Registration Number:	2865565	MAKIN' IT FRESH
Registration Number:	2935584	ULTIMATE TACO
Registration Number:	3229690	MACHO BEEF BURRITO
Registration Number:	3229691	MACHO TACO
Registration Number:	3292266	MACHO ROAST
Registration Number:	3292356	ALL NIGHT LONG, BABY
Registration Number:	3309313	MEAN BEAN BREWIN' MACHINE
Registration Number:	3375876	FEED THE BEAST
Registration Number:	3441451	FEED THE BEAST
Registration Number:	3441958	MACHO MONEY
Registration Number:	3578966	DEL TACO
Registration Number:	3619050	CLASSIC TACO
Registration Number:	3674142	GO BOLD
Registration Number:	3768335	GO BOLD OR GO HOME
Serial Number:	77749579	MACHO BURGER
Serial Number:	77876288	BREAKFIESTA
Serial Number:	77878514	YOU DECIDE WHAT GOES INSIDE

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: gdurham@omm.com
 Correspondent Name: Gina M. Durham, Esq.
 Address Line 1: 400 South Hope Street
 Address Line 2: O'Melveny & Myers LLP
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 918,120-362

NAME OF SUBMITTER: Gina M. Durham

Signature: /Gina M. Durham/

Date: 05/20/2010

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, DEL TACO LLC, a California limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, F&C RESTAURANT HOLDING CO., a Delaware corporation (“Holdings”) and **SAGITTARIUS RESTAURANTS LLC**, a Delaware limited liability company (the “Borrower”) have entered into a Credit Agreement, dated as of May 18, 2010 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, “Secured Party”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower; and

WHEREAS, certain of the Lender Parties may, from time to time, enter into Lender Rate Contracts with the Borrower or provide Lender Bank Products to the Borrower;

WHEREAS, Secured Party, the Lender Parties, their successors and assigns and each other party from time to time that becomes a Lender Party under the Credit Agreement are sometimes referred to herein as “Beneficiaries”;

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty, dated as of May 18, 2010 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Guaranty”) in favor of Secured Party for the benefit of the Beneficiaries, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrower under the Credit Agreement and the other Credit Documents; and

WHEREAS, pursuant to the terms of a Security Agreement, dated as of May 18, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Security Agreement”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

Grant of Trademark Security Interest

TRADEMARK
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(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (provided that Trademark Collateral shall not include any United States intent-to-use trademark or service-mark application to the extent and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law; provided further, that, immediately upon the acceptance of evidence of use of such trademark or service mark by the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. 1051 et seq.), such application shall be automatically subject to the security interest granted herein and be deemed to be included in the Trademark Collateral); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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Grant of Trademark Security Interest

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark

Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of
the 18 day of May, 2010.

DEL TACO LLC

By: 

Name: Steven L. Brake

Title: Senior Vice President and
Chief Financial Officer

Grant of Trademark Security Interest

TRADEMARK
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**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

No.	Registrant (or Last Registered Owner)	Trademark Description	Reg/Serial Number	Reg/File Date
1.	Del Taco LLC	DEL TACO	1035949	03/16/76
2.	Del Taco LLC	NAUGLES	1043729	07/13/76
3.	Del Taco LLC	DOUBLE DEL	1219339	12/07/82
4.	Del Taco LLC	DEL TACO	1221321	12/21/82
5.	Del Taco LLC	DEL TACO MEXICAN CAFÉ	1392800	05/06/86
6.	Del Taco LLC	DEL TACO EXPRESS	1458796	09/22/87
7.	Del Taco LLC	DEL TACO	1728349	10/27/92
8.	Del Taco LLC	DEL TACO	1793268	09/14/93
9.	Del Taco LLC	DEL TACO	1830903	04/12/94
10.	Del Taco LLC	GET A LOT FOR WHAT YOU'VE GOT	1871752	01/03/95
11.	Del Taco LLC	THE WORKS BURRITO	1975401	05/21/96
12.	Del Taco LLC	MACHO NACHOS	1990648	08/06/96
13.	Del Taco LLC	DELTACO	2492285	09/25/01
14.	Del Taco LLC	KID LOCO	2708826	04/22/03
15.	Del Taco LLC	MAKIN' IT FRESH	2865565	07/20/04
16.	Del Taco LLC	ULTIMATE TACO	2935584	03/22/05
17.	Del Taco LLC	MACHO BEEF BURRITO	3229690	04/17/07
18.	Del Taco LLC	MACHO TACO	3229691	04/17/07
19.	Del Taco LLC	MACHO ROAST	3292266	09/11/07
20.	Del Taco LLC	ALL NIGHT LONG, BABY	3292356	09/11/07
21.	Del Taco LLC	MEAN BEAN BREWIN' MACHINE	3309313	10/09/07
22.	Del Taco LLC	FEED THE BEAST	3375876	01/29/08
23.	Del Taco LLC	FEED THE BEAST	3441451	06/03/08
24.	Del Taco LLC	MACHO MONEY	3441958	06/03/08
25.	Del Taco LLC	DEL TACO	3578966	02/24/09
26.	Del Taco LLC	CLASSIC TACO	3619050	05/12/09
27.	Del Taco LLC	GO BOLD	3674142	08/25/09
28.	Del Taco LLC	GO BOLD OR GO HOME	3768335	03/30/10
29.	Del Taco LLC	MACHO BURGER	77749579	05/18/10
30.	Del Taco LLC	BREAKFIESTA	77876288	11/19/09
31.	Del Taco LLC	YOU DECIDE WHAT GOES INSIDE	77878514	11/23/09

Grant of Trademark Security Interest