

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security and Pledge Agreement (Short Form)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OTB Acquisition LLC		06/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
MT. Laurel Restaurant Operations LLC		06/30/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
OTB Acquisition of New Jersey LLC		06/30/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
OTB Acquisition of Howard County LLC		06/30/2010	LIMITED LIABILITY COMPANY: MARYLAND
OTB Acquisition of Kansas LLC		06/30/2010	LIMITED LIABILITY COMPANY: KANSAS
OTB Holding LLC		06/30/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	100 Federal Street, Mail Code: MA5-100-09-06
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association: United States: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	77194059	BECAUSE YOU CAN
Serial Number:	75514433	BORDER BUDDIES
Serial Number:	75520218	BORDER BUDDIES
Serial Number:	78802307	BORDER SMART
Serial Number:	74564069	BORDERITA
Serial Number:	77372155	ENDLESS ENCHILADAS

CH \$590.00 77194059

900166219

**TRADEMARK
 REEL: 004236 FRAME: 0773**

Serial Number:	78841586	FAJITA GRILL
Serial Number:	78386304	GUACAMOLE LIVE!
Serial Number:	78802373	MARGARITA SELECTS
Serial Number:	78723977	MEXICAN WITH A TWIST
Serial Number:	73402761	ON THE BORDER
Serial Number:	74628278	ON THE BORDER MEXICAN CAFE
Serial Number:	74628279	ON THE BORDER MEXICAN CAFE
Serial Number:	76108094	ON THE BORDER MEXICAN GRILL & CANTINA
Serial Number:	76314282	ON THE BORDER MEXICAN GRILL & CANTINA
Serial Number:	76112165	ON THE BORDER MEXICAN GRILL & CANTINA
Serial Number:	76112174	ON THE BORDER. OFF THE MAP.
Serial Number:	75054890	ORIGINAL MELTDOWN
Serial Number:	77215970	OTB MELTDOWN
Serial Number:	74660755	OTB ORIGINAL
Serial Number:	78793848	QUESO LIVE!
Serial Number:	78247715	THE BIG BORDURRITO
Serial Number:	75500605	THE ULTIMATE FAJITA

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	1025-7-01-0075
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	07/03/2010

Total Attachments: 12

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT
(SHORT FORM)**

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (SHORT FORM)** (this "Trademark Agreement") dated as of June 30, 2010, between OTB ACQUISITION LLC, a Delaware limited liability company (the "Borrower"), MT. LAUREL RESTAURANT OPERATIONS LLC, a New Jersey limited liability company ("Mt. Laurel"), OTB ACQUISITION OF NEW JERSEY LLC, a New Jersey limited liability company ("OTB New Jersey"), OTB ACQUISITION OF HOWARD COUNTY LLC, a Maryland limited liability company ("OTB Howard County"), OTB ACQUISITION OF KANSAS LLC, a Kansas limited liability company ("OTB Kansas"), OTB HOLDING LLC, a Delaware limited liability company ("Holdings," and together with the Borrower, Mt. Laurel, OTB New Jersey, OTB Howard County and OTB Kansas, collectively, the "Grantors"), and BANK OF AMERICA, N.A., as Administrative Agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other Lenders (hereinafter, collectively, the "Lenders," and individually, a "Lender") which are, or may in the future become, parties to that certain Credit Agreement dated as of June 30, 2010 (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the "Credit Agreement"), among the Grantors, the Lenders and the Administrative Agent and Banc of America Securities LLC, GE Capital Markets, Inc., and Wells Fargo Bank, National Association, as Co-Lead Arrangers and Joint Book Managers, and GE Capital Markets, Inc. and Wells Fargo Bank, National Association, as Co-Syndication Agents.

WHEREAS, each Grantor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, the Security Agreement (as defined in the Credit Agreement) and the Trademark Collateral Security and Pledge Agreement dated as of the date hereof (as amended, restated, extended, supplemented, modified and otherwise in effect from time to time, the "Long Form Trademark Agreement") among the Grantors and the Administrative Agent, pursuant to which, in each case, such Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain of such Grantor's trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, in each case, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement and the Long Form Trademark Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Long Form Trademark Agreement.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. SECURITY INTEREST. As collateral security for the payment and performance in full of all of the Obligations, each Grantor hereby unconditionally pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Pledged Trademarks, including, without limitation, those referred to on Schedule A attached hereto, all goodwill of such Grantor and its business, products and services appurtenant to, associated with or symbolized by the Pledged Trademarks and the use thereof, all assets, rights and interests of such Grantor that uniquely reflect or embody such goodwill, any and all past, present or future rights in, to and associated with the Pledged Trademarks and all proceeds thereof. Each Grantor agrees that the Administrative Agent may file this Trademark Agreement with the United States Patent and Trademark Office. Each Grantor authorizes the Administrative Agent to modify this Trademark Agreement, without the necessity of such Grantor's further approval or signature, by amending Schedule A attached hereto to include any future or other Trademarks, Trademark Registrations or Trademark Rights.

2.2. SUPPLEMENTAL TO SECURITY AGREEMENT. Pursuant to the Security Agreement and the Long Form Trademark Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, a continuing security interest in and lien on the Pledged Trademarks. In no event shall this Trademark Agreement, the grant of a continuing security interest and lien on the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the United States Patent and Trademark Office, adversely affect or impair, in any way or to any extent, the Security Agreement, the Long Form Trademark Agreement, the security interest of the Administrative Agent in the Pledged Trademarks pursuant to the Security Agreement, the Long Form Trademark Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, the Long Form Trademark Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of each Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and the Long Form Trademark Agreement and shall not be in derogation thereof.

3. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF

(OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Each Grantor agrees that any action or claim arising out of any dispute in connection with this Trademark Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Grantor by mail at the addresses specified in Section 11.02 of the Credit Agreement. Each Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

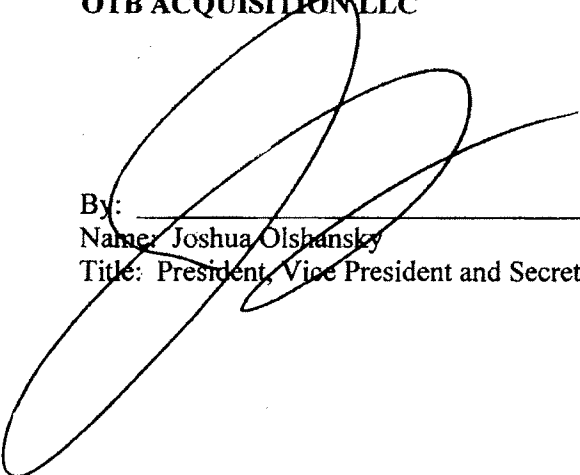
4. COUNTERPARTS; INTEGRATION; EFFECTIVENESS

This Trademark Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

OTB ACQUISITION LLC

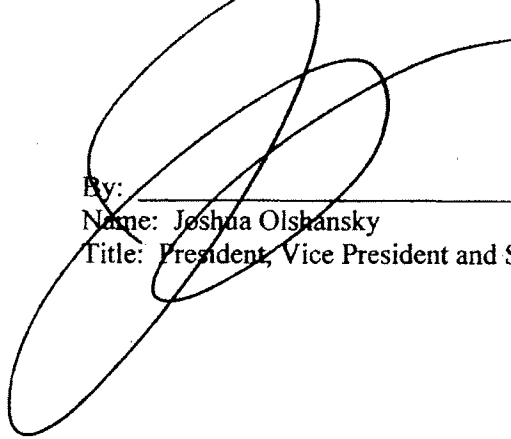


By: _____
Name: Joshua Olshansky
Title: President, Vice President and Secretary

(Signature page to Short Form Trademark Agreement)

TRADEMARK
REEL: 004236 FRAME: 0779

OTB HOLDING LLC



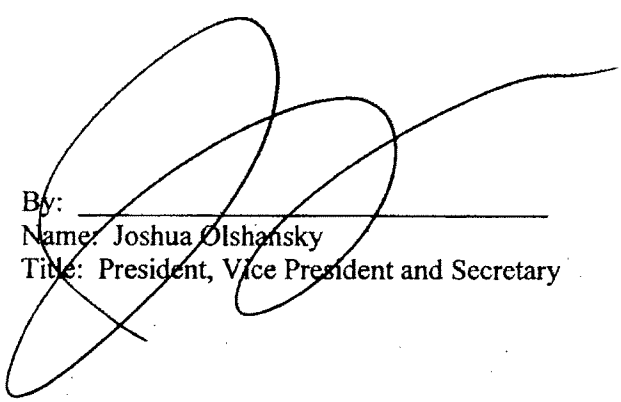
By: _____

Name: Joshua Olshansky

Title: President, Vice President and Secretary

(Signature page to Short Form Trademark Agreement)

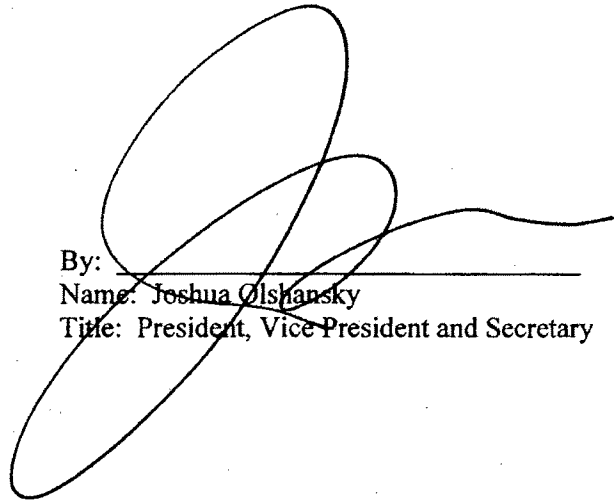
**MT. LAUREL RESTAURANT OPERATIONS
LLC**



By: _____
Name: Joshua Olshansky
Title: President, Vice President and Secretary

(Signature page to Short Form Trademark Agreement)

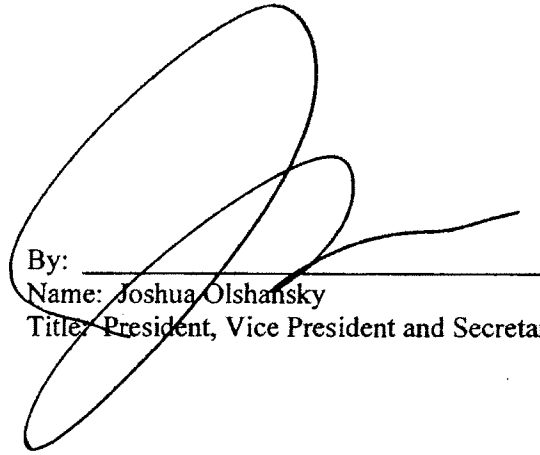
OTB ACQUISITION OF NEW JERSEY LLC

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By: _____
Name: Joshua Olshansky
Title: President, Vice President and Secretary

(Signature page to Short Form Trademark Agreement)

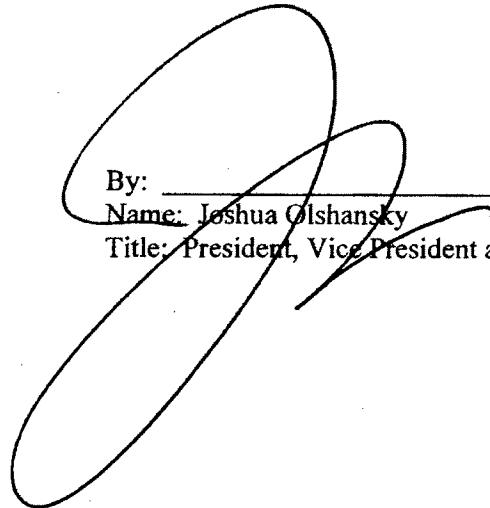
**OTB ACQUISITION OF HOWARD COUNTY
LLC**

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By: _____
Name: Joshua Olshansky
Title: President, Vice President and Secretary

(Signature page to Short Form Trademark Agreement)


OTB ACQUISITION OF KANSAS LLC


By: _____
Name: Joshua Olshansky
Title: President, Vice President and Secretary

(Signature page to Short Form TM Agreement)

Administrative Agent:

**BANK OF AMERICA, N.A., as
Administrative Agent**

By: 
Name: Kimberly D. Williams
Title: Vice President

(Signature page to Short Form Trademark Agreement)

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Jurisdiction	Mark	Application Ser. No./ Date	Registration No./Date
OTB ACQUISITION LLC	US	BECAUSE YOU CAN	77194059 5/31/2007	3375726 1/29/2008
OTB ACQUISITION LLC	US	BORDER BUDDIES	75514433 7/7/1998	2240868 4/20/1999
OTB ACQUISITION LLC	US	BORDER BUDDIES (& DESIGN) 	75520218 7/16/1998	2240879 4/20/1999
OTB ACQUISITION LLC	US	BORDER SMART	78802307 1/30/2006	3362356 1/1/2008
OTB ACQUISITION LLC	US	BORDERITA	74564069 8/22/1994	1935079 11/14/1995
OTB ACQUISITION LLC	US	ENDLESS ENCHILADAS	77372155 1/15/2008	3578852 2/24/2009
OTB ACQUISITION LLC	US	FAJITA GRILL (& Design) (2/06 version) 	78841586 3/20/2006	3181007 12/5/2006
OTB ACQUISITION LLC	US	GUACAMOLE LIVE!	78386304 3/17/2004	2940021 4/12/2005
OTB ACQUISITION LLC	US	MARGARITA SELECTS	78802373 1/30/2006	3231876 4/17/2007
OTB ACQUISITION LLC	US	MEXICAN WITH A TWIST	78723977 9/30/2005	3180159 12/5/2006
OTB ACQUISITION LLC	US	ON THE BORDER	73402761 11/15/1982	1271174 3/20/1984
OTB ACQUISITION LLC	US	ON THE BORDER MEXICAN CAFÉ	74628278 2/1/1995	1954702 2/6/1996
OTB ACQUISITION LLC	US	ON THE BORDER MEXICAN CAFÉ (& DESIGN) 	74628279 2/1/1995	1954703 2/6/1996

Grantor	Jurisdiction	Mark	Application Ser. No./ Date	Registration No./Date
OTB ACQUISITION LLC	US	ON THE BORDER MEXICAN GRILL & CANTINA	76108094 8/8/2000	2506151 11/13/2001
OTB ACQUISITION LLC	US	ON THE BORDER MEXICAN GRILL & CANTINA (& DESIGN 2) 	76314282 9/19/2001	2878246 8/31/2004
OTB ACQUISITION LLC	US	ON THE BORDER MEXICAN GRILL & CANTINA (& DESIGN) 	76112165 8/18/2000	2482291 8/28/2001
OTB ACQUISITION LLC	US	ON THE BORDER. OFF THE MAP	76112174 8/18/2000	2482292 8/28/2001
OTB ACQUISITION LLC	US	ORIGINAL MELTDOWN	75054890 2/8/1996	2027131 12/31/1996
OTB ACQUISITION LLC	US	OTB MELTDOWN	77215970 6/26/2007	3381522 2/12/2008
OTB ACQUISITION LLC	US	OTB ORIGINAL	74660755 4/14/1995	1958891 2/27/1996
OTB ACQUISITION LLC	US	QUESO LIVE!	78793848 1/18/2006	3341577 11/20/2007
OTB ACQUISITION LLC	US	THE BIG BORDURRITO	78247715 5/9/2008	2820041 3/2/2004
OTB ACQUISITION LLC	US	THE ULTIMATE FAJITA	75500605 6/11/1993	2240856 4/20/1999