

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jeffries Finance LLC		10/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GE Capital Financial Inc.
<b>Street Address:</b>	6510 Millrock Drive, Suite 200
<b>City:</b>	Salt Lake City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84121-5996
<b>Entity Type:</b>	an industrial loan corporation: UTAH

**PROPERTY NUMBERS Total: 26**

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

CH \$665.00 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
Registration Number:	3723911	POLLO TO THE PEOPLE
Serial Number:	78970443	POLLO TO THE PEOPLE

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-993-2698  
Email: magdalini.rizakos@lw.com  
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Magdalini Rizakos

Signature: /mr/

Date: 10/21/2010

**Total Attachments: 8**

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## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 21, 2010, is made by JEFFRIES FINANCE LLC, a Delaware limited liability company located at 520 Madison Avenue, New York, New York 10022, as existing collateral agent and existing administrative agent for the Secured Parties ("**Assignor**") in favor of GE CAPITAL FINANCIAL INC., a Utah industrial loan corporation, with an office located at 6510 Millrock Drive, Suite 200, Salt Lake City, UT 84121-5996, as successor collateral agent and successor administrative agent, ("**Assignee**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trademark Security Agreement.

WHEREAS, pursuant to the Security Agreement, dated as of May 22, 2009 (as further amended, modified and amended and restated, the "**Security Agreement**"), among EL POLLO LOCO, INC., a Delaware corporation ("**Grantor**"), EPL INTERMEDIATE, INC., a Delaware corporation ("**Holdings**"), the other grantors party thereto, and Assignor, the Grantor granted the Assignor a security interest in, among other things, the Pledged Trademarks, including, without limitation, the registered Trademarks and Trademark applications listed on Schedule A attached hereto.

WHEREAS, in connection with the Security Agreement, the Grantor and Assignor entered into the Trademark Security Agreement, dated as of May 22, 2009 (the "**Trademark Security Agreement**"), pursuant to which Grantor again granted the Assignor a security interest in and continuing lien on all Grantor's right, title and interest in, to and under all Trademarks, in each case, whether then owned or existing or thereafter acquired or arising and wherever located (collectively, the "**Pledged Trademarks**");

WHEREAS, the Assignor recorded the Trademark Security Agreement with the United States Patent and Trademark Office on May 22, 2009 at Reel 3992 and Frame 0734, and on June 18, 2010 at Reel 4227 Frame 0412;

WHEREAS, pursuant to the Agency and Assignment Agreement and Amendment No. 1 to the Credit Agreement and the other Loan Documents, dated as of October 18, 2010, by and among Assignor, Assignee, Holdings, Grantor (collectively, "**Agency and Assignment Agreement**") , Assignor assigned to Assignee, and Assignee assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement and the Liens granted thereunder; and

WHEREAS, the Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment of Security Interest in Trademarks for purposes of recording it in the U.S. Patent and Trademark Office.


NOW, THEREFOR, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to the Assignee, and the Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Trademark Security Agreement including, without limitation, the security interests in the Grantor's right, title and interest in to and under the Pledged Trademarks, including, without limitation, the registered Trademarks and Trademark applications rights listed on Schedule A hereto (collectively, the "**Assigned Trademark Security**

*Interest*"). The foregoing assignment and assumption is made without recourse, representations or warranties of any kind.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS as of the date first above written.

**JEFFERIES FINANCE LLC, as Assignor**

By:   
Name: E.J. Hess  
Title: Managing Director

[Signature Page to Assignment of Security Interest in Trademarks]

ACCEPTANCE AND ASSUMPTION

Assignee, as successor collateral agent accepts and assumes the foregoing Assignment of Security Interest in Trademarks.

DATED as of the 21st day of October, 2010.

**GE CAPITAL FINANCIAL INC.**, a Utah  
industrial loan corporation, as Assignee

By: \_\_\_\_\_ *Janae Colburn*  
Name: Janae Colburn  
Title: Authorized Signatory


[Signature Page to Assignment of Security Interest in Trademarks]

ACKNOWLEDGEMENT AND CONSENT

The Grantor hereby acknowledges and consents to the assignment of the Assigned Trademark Security Interests from the Assignor to the Assignee as contemplated hereby.

DATED as of the 21<sup>st</sup> day of October, 2010.



**EL POLLO LOCO, INC.**

By:   
Name: Gary C. Campanaro  
Title: Chief Financial Officer




CH1186127.4

**TRADEMARK**  
**REEL: 004301 FRAME: 0457**

**Schedule A**  
**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.)



Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
EL POLLO LOCO FLAME- GRILLED MEXICAN CHICKEN & Design (Horizontal) 	3331273	06-Nov-2007	El Pollo Loco, Inc. (Delaware corp.)
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.)

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
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.)
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.)
EL POLLO LOCO	3723911	08-Dec-2009	El Pollo Loco, Inc. (Delaware corp.)