

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|----------------------------|
| TEXAS TACO CABANA, L.P. | | 08/05/2011 | LIMITED PARTNERSHIP: TEXAS |
| TP ACQUISITION CORP., a Texas Corporation | | 08/05/2011 | CORPORATION: TEXAS |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | The Bank of New York Mellon Trust Company, N.A., as Collateral Agent |
| Street Address: | 101 Barclay Street, 8th Floor West |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10286 |
| Entity Type: | N.A.: NEW YORK |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 3579446 | CABANA BOWL |
| Registration Number: | 2243432 | CABANA KIDS |
| Registration Number: | 2199595 | CABANA KIDS |
| Registration Number: | 3575538 | CABANA RITA |
| Registration Number: | 2286036 | |
| Registration Number: | 2327077 | |
| Registration Number: | 2701110 | EXPERIENCE REAL TEX-MEX |
| Registration Number: | 3579447 | FAJITA CABANA BOWL |
| Registration Number: | 1778181 | GET REAL GET TACO CABANA |
| Registration Number: | 1812506 | MOONRISE BREAKFAST |
| Registration Number: | 1581970 | TACO CABANA |
| Registration Number: | 1978002 | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE |

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| | | |
|----------------------|----------|--|
| Registration Number: | 1726537 | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE |
| Registration Number: | 1978245 | THE ORIGINAL TACO CABANA TEX-MEX PATIO CAFE |
| Serial Number: | 85066461 | CABANA COMBOS |
| Serial Number: | 85236956 | TACO CABANA CHIPS IN |
| Serial Number: | 85234080 | TACO CABANA RAPIDO |
| Serial Number: | 85235494 | TACO CABANA THE ORIGINAL MEXICAN PATIO CAFE CHIPS IN |
| Serial Number: | 85234033 | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE RAPIDO |
| Serial Number: | 85239780 | TESORO MEXICAN BISTRO |

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Sakina Karkat

Signature: /Sakina Karkat/

Date: 08/05/2011

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 5, 2011 by Texas Taco Cabana, L.P. and TP Acquisition Corp. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of The Bank of New York Mellon Trust Company, N.A., in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Second Lien Security Agreement, the Collateral Agent shall execute,

acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Collateral Agent hereunder are subordinated and subject to the provisions of that certain Intercreditor Agreement, dated as of August 5, 2011 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Intercreditor Agreement”), between Wells Fargo Bank, National Association, in its capacity as the initial First Lien Agent, and The Bank of New York Mellon Trust Company, N.A., in its capacity as the initial Second Lien Collateral Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TEXAS TACO CABANA, L.P.
By: T.C. Management, Inc., its General Partner

By: 
Name: JOSEPH A. ZIRKMAN
Title: VICE PRESIDENT

TP ACQUISITION CORP.

By: 
Name: JOSEPH A. ZIRKMAN
Title: VICE PRESIDENT

Accepted and Agreed:

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

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TEXAS TACO CABANA, L.P.

By: T.C. Management, Inc., its General Partner

By: _____

Name:

Title:

TP ACQUISITION CORP.

By: _____

Name:

Title:

Accepted and Agreed:

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

By: Natalie Crispin
Name: Natalie Crispin
Title: Associate

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

| OWNER | MARK | CLASS | SERIAL NO. APPL. DATE | REG NO. REG. DATE |
|-------------------------|--|--------------|----------------------------------|------------------------------|
| Texas Taco Cabana, L.P. | CABANA BOWL | 30 | 77/504,795 06/21/2008 | 3,579,446 02/24/2009 |
| Texas Taco Cabana, L.P. | CABANA KIDS | 28 | 75/277,352 04/18/1997 | 2,243,432 05/04/1999 |
| Texas Taco Cabana, L.P. | CABANA KIDS | 30 | 75/311,747 06/19/1997 | 2,199,595 10/27/1998 |
| Texas Taco Cabana, L.P. | CABANA RITA | 33 | 77/504,803 06/21/2008 | 3,575,538 02/17/2009 |
| Texas Taco Cabana, L.P. | Design (chili man/kid figure) | 28 | 75/281,359 04/24/1997 | 2,286,036 10/12/1999 |
| Texas Taco Cabana, L.P. | Design (chili man/kid figure) | 42 | 75/281,363 04/24/1997 | 2,327,077 03/07/2000 |
| Texas Taco Cabana, L.P. | EXPERIENCE REAL TEX-MEX | 42 | 76/212,231 02/20/2001 | 2,701,110 03/25/2003 |
| Texas Taco Cabana, L.P. | FAJITA CABANA BOWL | 30 | 77/504,798 06/21/2008 | 3,579,447 02/24/2009 |
| Texas Taco Cabana, L.P. | GET REAL GET TACO CABANA | 42 | 74/249,851 02/26/1992 | 1,778,181 06/22/1993 |
| Texas Taco Cabana, L.P. | MOONRISE BREAKFAST | 42 | 74/322,676 10/13/1992 | 1,812,506 12/21/1993 |
| Texas Taco Cabana, L.P. | TACO CABANA (Stylized) | 42 | 73/748,887 08/29/1988 | 1,581,970 02/06/1990 |
| Texas Taco Cabana, L.P. | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE (Stylized) | 30 | 74/645,225 03/10/1995 | 1,978,002 06/04/1996 |
| Texas Taco Cabana, L.P. | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE (Stylized) | 42 | 74/238,347 01/17/1992 | 1,726,537 10/20/1992 |
| Texas Taco Cabana, L.P. | THE ORIGINAL TACO CABANA TEX-MEX PATIO CAFE (Stylized) | 42 | 74/680,206 05/26/1995 | 1,978,245 06/04/1996 |

Applications:

| OWNER | MARK | CLASS | SERIAL NO. APPL. DATE |
|-------------------------|---|--------------|------------------------------|
| Texas Taco Cabana, L.P. | CABANA COMBOS | 30 | 85/066,461 06/18/2010 |
| Texas Taco Cabana, L.P. | Taco Cabana Chips In | 43 | 85/236,956 02/08/2011 |
| Texas Taco Cabana, L.P. | Taco Cabana Rapido | 43 | 85/234,080 02/04/2011 |
| Texas Taco Cabana, L.P. | TACO CABANA THE ORIGINAL MEXICAN PATIO CAFE CHIPS IN & Design | 43 | 85/235,494 02/07/2011 |
| Texas Taco Cabana, L.P. | THE ORIGINAL TACO CABAN MEXICAN PATIO CAFE RAPIDO & Design | 43 | 85/234,033 02/04/2011 |
| TP Acquisition Corp. | TESORO MEXICAN BISTRO | 43 | 85/239,780 02/11/2011 |