TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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.		08/05/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 West W.T. Harris Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	CORPORATION: NORTH CAROLINA

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
Registration Number:	1726537	THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE

CH $515.00 3579446

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: (404)572-3112
Email: mrussell@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: King & Spalding
Address Line 1: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18464.015109
NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	09/28/2011

Total Attachments: 8
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Trademark Security Agreement

Trademark Security Agreement, dated as of August 5, 2011 by Texas Taco Cabana, L.P., a Texas limited partnership and TP Acquisition Corp., a Texas corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of Wells Fargo Bank, National Association, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement") in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative 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[1] 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 Administrative Agent pursuant to the First Lien Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the

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First 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 First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Second Lien Security Agreement, the Administrative 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 Administrative Agent pursuant to this Agreement and the exercise of certain rights and remedies by the Administrative Agent hereunder are 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 the Administrative Agent, 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 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:
Title:

TP ACQUISITION CORP.

By: _____
Name:
Title:

TRADEMARK
REEL: 004632 FRAME: 0005

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:
Name: Tim G. Loyd
Title Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

[See attached]

Trademark Applications:

[See attached]

UNITED STATES TRADEMARKS:

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

OTHER TRADEMARKS:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Taco Cabana, Inc.	TMA473535	Canada	Taco Cabana
Texas Taco Cabana, L.P.	571313	Mexico	Cabana Kids
Texas Taco Cabana, L.P.	571314	Mexico	Cabana Kids
Texas Taco Cabana, L.P.	1585205	Great Britain	Taco Cabana

Texas Taco Cabana, L.P.	43555	Texas	Taco Cabana
TPAQ Holding Corporation	46222	Texas	Two Pesos
TPAQ Holding Corporation	45939	Texas	TWO PESOS MEXICAN CAFE and Design