

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Change of Collateral Agent as to security interest recorded at Reel/Frame 4016/0638		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		09/28/2011	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	707 Wilshire Boulevard		
Internal Address:	17th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	2868568	ACAPULCO MEXICAN RESTAURANT	
Registration Number:	2393744	SI WE CAN!	
Registration Number:	2389527	SEA OF CORTEZ	
Registration Number:	2098690	MARGARITA MONDAYS	
Registration Number:	2115063	ACAPULCO MEXICAN RESTAURANT Y CANTINA	
Registration Number:	1854764	BURRITOS BY THE FOOT!	
Registration Number:	1809471	MARGARITA CLASSICA	
Registration Number:	1561620	LA VILLA TAXCO	
Registration Number:	1411761	ACAPULCO	
Registration Number:	1128429	LOS ARCOS	
Registration Number:	1150058	SAN FRANCISCO SPECIAL	
Serial Number:	77427275	MUCHO MACHO PLATTERS	

900203640

TRADEMARK  
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OP \$1490.00 2868568

Registration Number:	2409955	FRESH MEX TEQUINI
Registration Number:	2579149	CHEVYS EXPRESS MEX
Registration Number:	2251029	CHEVYS FRESH MEX
Registration Number:	2375705	CHEVYS EXPRESS MEX
Registration Number:	2066652	CHEVYS FRESH MEX
Registration Number:	1951323	EL MACHINO
Registration Number:	1750598	FRESH MEX
Registration Number:	1624237	CHEVYS MEXICAN RESTAURANT
Registration Number:	1613407	FRESH MEX
Registration Number:	1446992	FAMOUS FOR FAJITAS AND FIESTAS
Registration Number:	3170878	CHEVYS FRESH MEX
Registration Number:	2982978	TAQUERIA FRESCA
Registration Number:	3033368	EL TORITO. REAL MEXICAN.
Registration Number:	2800792	
Registration Number:	2726055	MARGARITA SUPREMA
Registration Number:	2714824	LAVA COLADA
Registration Number:	2410258	EL TORITO
Registration Number:	2410253	
Registration Number:	2410249	EL TORITO EST. 1954
Registration Number:	2410247	EL TORITO
Registration Number:	2418861	EL TORITO EST. 1954
Registration Number:	2336340	
Registration Number:	2288003	WHO-SONG & LARRY'S
Registration Number:	2187960	EL TORITO GRILL
Registration Number:	2187953	EL TORITO
Registration Number:	2319745	EL TORITO
Registration Number:	2319732	EL TORITO
Registration Number:	2170610	TAQUERIA FRESCA
Registration Number:	1961662	EL TORITO
Registration Number:	1763092	FAJITAS CHIQUITAS
Registration Number:	1710269	CASA GALLARDO
Registration Number:	1655092	TACO MANIA
Registration Number:	1660229	FIESTA ZONE
Registration Number:	1650442	TEQUILA WILLIE'S
Registration Number:	1637727	PRONTO COMBO

	1653964	THE ORIGINAL EL TORITO RESTAURANT EST.1954
Registration Number:	1582816	SALSA QUEMADA
Registration Number:	1215404	CASA GALLARDO MEXICAN RESTAURANT & BAR
Registration Number:	1195937	GUADALAHARRY'S
Registration Number:	1222950	CASA GALLARDO
Registration Number:	0939089	EL TORITO
Registration Number:	3186212	BIG PARTY LITTLE BULL
Registration Number:	3613500	SINIGUAL
Registration Number:	3541658	TACORITO TUESDAY
Registration Number:	3009695	REAL MEX FOODS
Registration Number:	3166954	REAL MEX RESTAURANTS
Registration Number:	3200865	REAL MEX RESTAURANTS

#### CORRESPONDENCE DATA

Fax Number: (312)832-4700

Phone: 3128324500

Email: dcopland@foley.com,jolsen@foley.com

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

Correspondent Name: David A. Copland

Address Line 1: 321 North Clark Street

Address Line 2: 28th floor

Address Line 4: Chicago, ILLINOIS 60614

ATTORNEY DOCKET NUMBER:	092394-0104
NAME OF SUBMITTER:	David A. Copland
Signature:	/ David A. Copland/
Date:	10/03/2011

#### Total Attachments: 15

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**TRADEMARK**

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## EXECUTION VERSION

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE (the “Agreement”), dated as of September 28, 2011 by and among Real Mex Restaurants, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal office at 5660 Katella Avenue, Suite 100, Cypress, CA 90630 (the “Company”), U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office at 60 Livingston Avenue, St. Paul, MN 55107 (“Successor Trustee”) and Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office at 707 Wilshire Boulevard, 17<sup>th</sup> Floor, Los Angeles, CA 90017 (“Resigning Trustee”).

### RECITALS:

WHEREAS, there are currently \$130,000,000 aggregate principal amount of the Company’s 14% Senior Secured Notes due 2013 (the “Securities”) outstanding under an Indenture, dated as of July 7, 2009, by and among the Company, the guarantors party thereto and Resigning Trustee (as amended by the First Supplemental Indenture, dated as of June 28, 2010 (the “First Supplemental Indenture”) and the Second Supplemental Indenture, dated as of July 27, 2011 (the “Second Supplemental Indenture”), the “Indenture”);

WHEREAS, the Company appointed Resigning Trustee as the trustee (the “Trustee”), registrar (the “Registrar”), and paying agent (the “Paying Agent”) under the Indenture;

WHEREAS, the Company appointed Resigning Trustee as the collateral agent (the “Collateral Agent”) under the Indenture and the Security Documents, including but not limited to the Security Documents listed on Exhibit A hereto;

WHEREAS, Section 7.08 of the Indenture provides that a resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon the successor Trustee’s acceptance of appointment as provided in such Section 7.08;

WHEREAS, Section 7.08 of the Indenture provides that any successor Trustee appointed in accordance with the Indenture shall execute, acknowledge and deliver to the Company and to its predecessor Trustee an instrument accepting such appointment under the Indenture, and

thereupon the resignation of the predecessor Trustee shall become effective and such successor Trustee will have all rights, powers, duties and obligations of the predecessor Trustee;

WHEREAS, Section 7.08 of the Indenture provides that, if the Trustee shall resign, the Company shall promptly appoint a successor Trustee;

WHEREAS, Section 10.04(h) of the Indenture provides that Section 7.08 shall be read as applying to the Collateral Agent, *mutatis mutandis*, and that any notice of resignation shall also be provided to the Priority Lien Collateral Agent;

WHEREAS, Section 10.04(g) provides that each successor Trustee will become the successor Collateral Agent as and when the successor Trustee becomes the Trustee;

WHEREAS, the Resigning Trustee has given written notice to the Company that it is resigning as Trustee, Registrar, and Paying Agent under the Indenture;

WHEREAS, the Resigning Trustee has given written notice to the Company and the Priority Lien Collateral Agent that it is resigning as Collateral Agent under the Indenture and Security Documents;

WHEREAS, the Company desires to appoint Successor Trustee as successor Trustee, Registrar and Paying Agent to succeed Resigning Trustee in such capacities under the Indenture;

WHEREAS, Successor Trustee is willing to accept such appointment as successor Trustee, Registrar and Paying Agent under the Indenture; and

WHEREAS, the Company desires to appoint Successor Trustee as successor Collateral Agent to succeed Resigning Trustee in such capacity under the Indenture and Security Documents;

WHEREAS, Successor Trustee is willing to accept such appointment as successor Collateral Agent under the Indenture and Security Documents;

NOW, THEREFORE, the Company, Resigning Trustee and Successor Trustee, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

THE RESIGNING TRUSTEE

1.1 Pursuant to Section 7.08 of the Indenture, Resigning Trustee has by letter dated September 20, 2011 notified the Company that Resigning Trustee is resigning as Trustee, Registrar and Paying Agent under the Indenture. Pursuant to Section 10.04(g) of the Indenture, Resigning Trustee has by letter dated September 20, 2011 notified the Company and the Priority Lien Collateral Agent that Resigning Trustee is resigning as Collateral Agent under the Indenture and the Security Documents.

1.2 Resigning Trustee hereby represents and warrants to Successor Trustee that:

- (a) The Indenture, and each amendment and supplemental indenture thereto, if any, was validly and lawfully executed and delivered by the Resigning Trustee and is in full force and effect.
- (b) Except as set forth in the First Supplemental Indenture and the Second Supplemental Indenture, no covenant or condition contained in the Indenture has been waived by Resigning Trustee or, to the best knowledge of responsible officers of Resigning Trustee's corporate trust department, by the Holders of the percentage in aggregate principal amount of the Securities required by the Indenture to effect any such waiver.
- (c) To the best knowledge of responsible officers of Resigning Trustee's corporate trust department, there is no action, suit or proceeding pending or threatened against Resigning Trustee before any court or any governmental authority arising out of any act or omission of Resigning Trustee as Trustee under the Indenture.
- (d) As of the effective date of this Agreement, Resigning Trustee will hold no moneys or property under the Indenture.
- (e) Pursuant to Section 2.02 of the Indenture, Resigning Trustee has duly authenticated and delivered \$130,000,000 aggregate principal amount of Securities, \$130,000,000 of which are outstanding as of the effective date hereof and on which interest has been paid through July 1, 2011.

- (f) The registers in which it has registered and transferred registered Securities accurately reflect the amount of Securities issued and outstanding and the amounts payable thereon.
- (g) Each person who so authenticated the Securities was duly elected, qualified and acting as an officer or authorized signatory of Resigning Trustee and empowered to authenticate the Securities at the respective times of such authentication and the signature of such person or persons appearing on such Securities is each such person's genuine signature.
- (h) This Agreement has been duly authorized, executed and delivered on behalf of Resigning Trustee and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

1.3 Resigning Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Resigning Trustee in and to the trust under the Indenture and Security Documents and all the rights, powers, trusts, privileges, immunities, duties and obligations of the Trustee under the Indenture and Security Documents, including, without limitation, all of its rights to, and all of its security interests in and liens upon, the Collateral, if any, and all other rights of Resigning Trustee with respect to the Collateral, if any, pursuant to the Indenture and Security Documents. Resigning Trustee shall execute and deliver such further instruments and shall do such other things as Successor Trustee may reasonably require so as to more fully and certainly vest and confirm in Successor Trustee all the rights, powers, trusts, privileges, immunities, duties and obligations hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee, Registrar, Paying Agent, and Collateral Agent.

1.4 Resigning Trustee shall deliver to Successor Trustee, as of or promptly after the effective date hereof, all of the documents listed on Exhibit B hereto.

2

THE COMPANY

2.1 The Company hereby accepts the resignation of Resigning Trustee as Trustee, Registrar and Paying Agent under the Indenture.

2.2 The Company hereby accepts the resignation of Resigning Trustee as Collateral Agent under the Indenture and Security Documents.

2.3 The Company hereby appoints Successor Trustee as Trustee, Registrar and Paying Agent under the Indenture to succeed to, and hereby vests Successor Trustee with, all the rights, powers, trusts, privileges, immunities, duties and obligations of Resigning Trustee under the Indenture with like effect as if originally named as Trustee, Registrar and Paying Agent in the Indenture.

2.4 The Company hereby appoints Successor Trustee as Collateral Agent under the Indenture and Security Documents to succeed to, and hereby vests Successor Trustee with, all the rights, powers, trusts, privileges, immunities, duties and obligations of Resigning Trustee under the Indenture and Security Documents with like effect as if originally named as Collateral Agent in the Indenture and Security Documents.

2.5 The Company hereby represents and warrants to Resigning Trustee and Successor Trustee that:

- (a) The Company is a corporation duly and validly organized and existing pursuant to the laws of the State of Delaware.
- (b) The Indenture, and each amendment or supplemental indenture thereto, if any, was validly and lawfully executed and delivered by the Company and is in full force and effect and the Securities were validly issued by the Company.
- (c) To the best of the Company's knowledge, except as set forth in the First Supplemental Indenture and the Second Supplemental Indenture, the Company has performed or fulfilled prior to the date hereof, and will continue to perform and fulfill after the date hereof, each covenant, agreement, condition, obligation and responsibility under the Indenture.
- (d) There is no action, suit or proceeding pending or, to the best of the Company's knowledge, threatened against the Company before any court or any governmental authority arising out of any act or omission of the

Company under the Indenture that would result in an Event of Default under the Indenture.

- (e) All conditions precedent relating to the appointment of U.S. Bank National Association as successor Trustee under the Indenture have been complied with by the Company (it being understood that the only such condition precedent of the Company is the appointment of the Successor Trustee pursuant to Sections 2.3 and 2.4 hereof).

### THE SUCCESSOR TRUSTEE

3.1 Successor Trustee hereby represents and warrants to Resigning Trustee and to the Company that:

- (a) Successor Trustee is not disqualified under the provisions of Section 7.10 and is eligible under the provisions of Section 7.10 of the Indenture to act as Trustee under the Indenture.
- (b) This Agreement has been duly authorized, executed and delivered on behalf of Successor Trustee and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

3.2 Successor Trustee hereby accepts its appointment as successor Trustee, Registrar and Paying Agent under the Indenture and accepts the rights, powers, trusts, privileges, immunities, duties and obligations of Resigning Trustee as Trustee, Registrar and Paying Agent under the Indenture, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee, Registrar and Paying Agent under the Indenture.

3.3 Successor Trustee hereby accepts its appointment as successor Collateral Agent under the Indenture and Security Documents and accepts the rights, powers, trusts, privileges, immunities, duties and obligations of Resigning Trustee as Collateral Agent under the Indenture and Security Documents, upon the terms and conditions set forth therein, with like effect as if originally named as Collateral Agent under the Indenture and Security Documents.

3.4 Promptly after the effective date of this Agreement, the Successor Trustee shall cause a notice, substantially in the form of Exhibit C annexed hereto, to be sent to each Holder of the Securities in accordance with the provisions of Section 7.08 of the Indenture.

3.5 References in the Indenture to “Principal Office” or other similar terms shall be deemed to refer to the designated corporate trust office of Successor Trustee, which is presently located at 60 Livingston Avenue, St. Paul, MN 55107.

4

MISCELLANEOUS

4.1 Except as otherwise expressly provided herein or unless the context otherwise requires, all terms used herein which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

4.2 This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on September 29, 2011; provided, however, that the resignation of the Resigning Trustee as Registrar and Paying Agent and appointment of the Successor Trustee as Registrar and Paying Agent shall be effective as of the close of business 10 business days after the date first written above.

4.3 This Agreement does not constitute a waiver by any of the parties hereto of any obligation or liability which Resigning Trustee may have incurred in connection with its serving as Trustee, Paying Agent or Registrar under the Indenture or an assumption by Successor Trustee of any liability of Resigning Trustee arising out of a breach by Resigning Trustee prior to its resignation of its duties under the Indenture.

4.4 Except for the Resigning Trustee’s September 27, 2011 and September 29, 2011 invoices to the Company, the first of which includes an estimate of accrued and anticipated fees and expenses of the Resigning Trustee’s counsel, Foley & Lardner LLP, Resigning Trustee hereby acknowledges payment or provision for payment in full by the Company of compensation for all services rendered by Resigning Trustee in its capacity as Trustee, Registrar and Paying Agent under Section 7.07 of the Indenture and reimbursement in full by the Company of the expenses, disbursements and advances incurred or made by Resigning Trustee in its capacity as Trustee, Registrar and Paying Agent in accordance with the provisions of the Indenture. This

Agreement does not constitute a waiver or assignment by the Resigning Trustee of any compensation, reimbursement, expenses or indemnity to which it is or may be entitled pursuant to the Indenture. The Company acknowledges its obligation set forth in Section 7.07 of the Indenture to indemnify Resigning Trustee for, and to hold Resigning Trustee harmless against, any loss, liability or expense incurred without negligence, bad faith or willful misconduct on the part of Resigning Trustee and arising out of or in connection with the acceptance or administration of its duties under the Indenture prior to Resigning Trustee's resignation as Trustee (which obligation shall survive the execution hereof to the extent provided in the Indenture).

4.5 The parties hereto agree to take reasonable action to confirm, evidence and perfect Successor Trustee's rights in, or with respect to, the Collateral, if any, pursuant to the Security Documents.

4.6 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

4.7 This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

4.8 The Company acknowledges that, in accordance with Section 326 of the USA Patriot Act, Successor Trustee, like all financial institutions, and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify and record information that identifies each person or legal entity that establishes a relationship or opens an account with Successor Trustee. The Company agrees that it will provide Successor Trustee with such information as it may request in order for Successor Trustee to satisfy the requirements of the USA Patriot Act.

4.9 The Indenture and this Agreement set forth the entire agreement of the parties with respect to the subject matter hereof, and collectively supersede and replace any and all prior

contemporaneous warranties, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement other than those contained in this Agreement and the Indenture.

4.10 The Company, Resigning Trustee and Successor Trustee hereby acknowledge receipt of an executed counterpart of this Agreement and the effectiveness thereof.

4.11 Unless otherwise provided herein, all notices, requests and other communications to any party hereunder shall be in writing (including facsimile and electronic transmission in PDF format) and shall be given to such party, addressed to it, as set forth below:

If to the Company:

Real Mex Restaurants, Inc.  
5660 Katella Avenue, Suite 100  
Cypress, CA 90630  
Attn: Rick Dutkiewicz, Executive Vice President  
and Chief Financial Officer  
Facsimile: 562-346-1302  
Email: rick.dutkiewicz@realmexrestaurants.com

If to Resigning Trustee:

Wells Fargo Bank, National Association  
707 Wilshire Boulevard, 17<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attention: Maddy Hall  
Facsimile: 213-614-3355  
Email: Madeliena.J.Hall@wellsfargo.com

If to Successor Trustee:

U.S. Bank National Association  
Corporate Trust Services  
633 West Fifth Street, 24th Floor  
Los Angeles, CA 90071  
Attn: Bradley E. Scarbrough  
Facsimile: (213) 615-6197  
Email: bradley.scarbrough@usbank.com

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

REAL MEX RESTAURANTS, INC.,

By: 

Name: DAVID GORDON

Title: CEO

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Resigning Trustee

By: \_\_\_\_\_

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION,  
as Successor Trustee

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

REAL MEX RESTAURANTS, INC.,

By: \_\_\_\_\_  
Name:  
Title:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Resigning Trustee

By: Maddy Hall  
Name: **Maddy Hall**  
Title: **Vice President**

U.S. BANK NATIONAL ASSOCIATION,  
as Successor Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

REAL MEX RESTAURANTS, INC.,

By: \_\_\_\_\_

Name:

Title:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Resigning Trustee

By: \_\_\_\_\_

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION,  
as Successor Trustee

By:  \_\_\_\_\_

Name: BRAD E SCARBROUGH

Title: VICE PRESIDENT

## EXHIBIT A

1. Security Agreement, dated as of July 7, 2009 by and among the Company and the Subsidiary Guarantors in favor of the Collateral Agent
2. Trademark Collateral Security and Pledge Agreement, dated as of July 7, 2009 by and among the Parent, the Company, and the Subsidiary Guarantors, in favor of the Collateral Agent
3. Stock Pledge Agreement, dated as of July 7, 2009 by and among the Parent, the Company, and the Subsidiary Guarantors in favor of the Collateral Agent
4. Membership Interest Pledge Agreement, dated as of July 7, 2009, made by CKR Acquisition Corp. in favor of the Collateral Agent

## EXHIBIT B

### Documents to be delivered to Successor Trustee

1. Executed copy of Indenture and each amendment and supplemental indenture thereto.
2. File of closing documents from initial issuance.
3. Collateral, if any, and related documents.
4. Copies of the most recent of each of the SEC reports delivered by the Company pursuant to Section 4.03 of the Indenture.
5. A copy of the most recent compliance certificate delivered pursuant to Section 4.04 of the Indenture.
6. Certified list of Holders, including certificate detail and all “stop transfers” and the reason for such “stop transfers” (or, alternatively, if there are a substantial number of registered Holders, the computer tape reflecting the identity of such Holders).
7. Copies of any official notices sent by the Trustee to all the Holders of the Securities pursuant to the terms of the Indenture during the past twelve months and a copy of the most recent Trustee’s annual report to Holders delivered pursuant to Section 7.06 of the Indenture.
8. List of any documents which, to the knowledge of Resigning Trustee, are required to be furnished but have not been furnished to Resigning Trustee.
9. Trust account statements (asset & transaction) for the one-year period preceding the date of this Agreement.
10. All unissued Security inventory and global notes.
11. Securities debt service records and conversion records.
12. Filed, stamped copies of all existing financing statements.

EXHIBIT C  
[SUCCESSOR TRUSTEE LETTERHEAD]  
NOTICE

To the Holders of:

14% Senior Secured Notes due 2013

CUSIP # 7560 1RAF2

of Real Mex Restaurants, Inc.

NOTICE IS HEREBY GIVEN, pursuant to Section 7.08 of the Indenture, dated as of July 7, 2009, by and between Real Mex Restaurants, Inc. and Wells Fargo Bank, National Association ("Wells Fargo"), as Trustee (as amended by the First Supplemental Indenture, dated as of June 28, 2010 and the Second Supplemental Indenture, dated as of July 27, 2011, the "Indenture"), that Wells Fargo Bank, National Association has resigned as trustee, registrar and paying agent under the Indenture.

Pursuant to Section 7.08 of the Indenture, U.S. Bank National Association ("U.S. Bank"), a national banking association duly organized and existing under the laws of the United States of America, has accepted appointment as trustee, registrar and paying agent under the Indenture. The address of the designated corporate trust office of the successor Trustee is 60 Livingston Avenue, St. Paul, MN 55107.

Wells Fargo's resignation as trustee, registrar and paying agent and U.S. Bank's appointment as successor trustee, registrar and paying agent were effective as of the opening of business on September \_\_, 2011.

Dated:

\_\_\_\_\_, 20\_\_

[SUCCESSOR TRUSTEE]