

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
HMR Acquisition Company, Inc.		11/03/2011	CORPORATION: INDIANA
LAS Acquisition Company, Inc.		11/03/2011	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	GE Capital Financial Inc.		
Street Address:	8377 East Hartford Drive, Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	73389618	HACIENDA	
Serial Number:	75635976	HACIENDA	
Serial Number:	75638724	HACIENDA	
Serial Number:	73677532		
Serial Number:	76405832	LA SENORITA	
Serial Number:	77779506	LA SEÑORITA MEXICAN RESTAURANTS	
CORRESPONDENCE DATA			
Fax Number:	(402)346-1148		
Phone:	402-346-6000		
Email:	carolyn.pasternak@kutakrock.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Carolyn F Pasternak		
Address Line 1:	1650 Farnam Street		
Address Line 4:	Omaha, NEBRASKA 68102		

OP \$165.00 73389618

900206316

TRADEMARK
 REEL: 004654 FRAME: 0726

NAME OF SUBMITTER:	Carolyn F Pasternak
Signature:	s/ Carolyn F Pasternak/
Date:	11/03/2011
<p>Total Attachments: 5 source=uspto#page1.tif source=uspto#page2.tif source=uspto#page3.tif source=uspto#page4.tif source=uspto#page5.tif</p>	

SHORT-FORM IP SECURITY AGREEMENT

THIS SHORT-FORM IP SECURITY AGREEMENT (this "*Short Form Agreement*") is made and entered into as of November 3, 2011 by HMR ACQUISITION COMPANY, INC., an Indiana corporation, and LAS ACQUISITION COMPANY, INC., an Indiana corporation (each a "*Borrower*", with references to "*Borrower*" meaning each Borrower), LA SENORITA FRANCHISE COMPANY, a Michigan corporation ("*Subsidiary Guarantor*"; each Borrower and Subsidiary Guarantor are referred to herein as "*Grantor*") and GE CAPITAL FINANCIAL INC., a Utah industrial loan corporation ("*Lender*"), as the secured party on behalf itself and each Secured Swap Provider.

PRELIMINARY STATEMENTS:

Pursuant to a Loan Agreement dated as of the date of this Agreement among Lender and Borrower (as the same may be amended, supplemented, extended or renewed from time to time, the "*Loan Agreement*"), Lender has agreed to make certain loans to Borrower described in the Loan Agreement (collectively, the "*Loans*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Loan Agreement.

Pursuant to the Loan Documents, each Grantor and Lender have agreed to enter into this Short Form Agreement to further evidence the grant of the security interests in such Grantor's Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Loan Agreement.

AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Loan Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Grantor hereby grants to Lender, for the benefit of itself and any Secured Swap Provider, a security interest in and lien upon all of such Grantor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Grantor connected with the use of and symbolized by the trademarks.

2. Grant of License. Subject to the terms and conditions of the Loan Agreement, each Grantor hereby grants to Lender, for the benefit of itself and any Secured Swap Provider, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Grantor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Grantor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's security interest in the Collateral.

3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Loan Agreement are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Loan Agreement in any respect. The security interest granted pursuant to this Short-Form IP Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreements and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set

forth in the Security Agreements and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:

HMR ACQUISITION COMPANY, INC., an Indiana corporation

By: Dean A. Goodwin
Printed Name: Dean A. Goodwin
Its President, CEO

LAS ACQUISITION COMPANY, INC., an Indiana corporation

By: Dean A. Goodwin
Printed Name: Dean A. Goodwin
Its President, CEO

LA SENORITA COMPANY, a Michigan corporation

By: Dean A. Goodwin
Printed Name: Dean A. Goodwin
Its President, CEO

LENDER:

GE CAPITAL FINANCIAL INC., a Utah industrial loan corporation

By: _____
Printed Name: _____
Its Authorized Signatory

EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:

HMR ACQUISITION COMPANY, INC., an Indiana corporation

By: _____
Printed Name: _____
Its _____

LAS ACQUISITION COMPANY, INC., an Indiana corporation

By: _____
Printed Name: _____
Its _____

LA SENORITA COMPANY, a Michigan corporation

By: _____
Printed Name: _____
Its _____

LENDER:

GE CAPITAL FINANCIAL INC., a Utah industrial loan corporation


By: 
Printed Name: Todd Maldonado
Its Authorized Signatory

EXHIBIT A
INTELLECTUAL PROPERTY

Intellectual Property owned by Debtor:

A) Registered United States Trademarks:

TRADEMARK	REGISTRATION (SERIAL NUMBER)	REGISTRATION DATE
Hacienda and Design	1,331,341 (Serial No.: 73-389618)	April 16, 1985
Hacienda	2,484,222 (Serial No.: 75-635976)	September 4, 2001
Hacienda	2,466,961 (Serial No.: 75-638724)	July 10, 2001
Miscellaneous Design ("Sombrero Sam")	1,521,314 (Serial No.: 73-677532)	January 17, 1989
La Senorita	2,683,500 (Serial No.: 76-405832)	February 4, 2003
La Senorita Mexican Restaurants and Design	2,683,500 (Serial No.: 77-779506)	February 23, 2010
La Senorita Mexican Restaurants and Design	3,751,819 (Serial No.: 77-779506)	February 23, 2010

B) Registered State Trademarks:

STATE	TRADEMARK	REGISTRATION (SERIAL NUMBER)	REGISTRATION DATE
Indiana	Hacienda and Design	5009-8123	July 1, 1987
Indiana	Hacienda and Design	19,970,023	January 22, 1997
Indiana	Fiesta To Go	19,970,316	June 24, 2007
Michigan	Fiesta To Go	M01700	June 20, 1997
Indiana	Ouch-Y-Wa-Wa!	20,000,105	March 23, 2000

C) Copyright:

D) Trade Secrets:

E) Domain Names:

<u>DOMAIN NAME</u>	<u>REGISTRATION DATE</u>	<u>EXPIRATION DATE</u>
haciendafiesta.com	November 26, 1996	November 25, 2013
lasfiesta.com	April 10, 2009	April 10, 2014
lasenorita.com	October 31, 2001	October 31, 2013