

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
BF Properties, LLC		12/21/2011	Limited Liability Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JHW Greentree Capital, L.P.
Street Address:	C/O J.H. Whitney & Co.
Internal Address:	130 Main Street
City:	New Canaan
State/Country:	CONNECTICUT
Postal Code:	06840
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3129696	A LOT GOES INTO MAKING IT BAJA FRESH.
Registration Number:	3106474	¡PRONTO GUACAMOLE!
Registration Number:	3098141	A LOT GOES INTO MAKING IT.
Registration Number:	2750373	BAJA FRESH MEXICAN - GRILL
Registration Number:	3075296	CARTA BAJA
Registration Number:	2894737	BARE BURRITO
Registration Number:	2074654	"ENCHILADO"
Registration Number:	2240563	NO MICROWAVES, NO CAN OPENERS, NO FREEZERS, NO LARD, NO M.S.G.
Registration Number:	2301436	BAJA FRESH
Registration Number:	2106453	BAJA ENSALADA
Registration Number:	2161073	BURRITO ULTIMO
Registration Number:	2108266	"BURRITO DOS MANOS"

OP \$540.00 3129696

Registration Number:	1746589	BAJA FRESH FOOD CANNOT BE MADE AT MICROWAVE SPEED
Registration Number:	1716822	BAJA FRESH
Registration Number:	3573389	BAJA FRESH EXPRESS
Registration Number:	3573390	BAJA FRESH EXPRESS BAJA FLAVOR, FAST & FRESH!
Registration Number:	2352381	BAJA FRESH EXPRESS
Serial Number:	77733021	KALBI
Serial Number:	77733022	KOGI
Registration Number:	3815669	BAJA GOGI
Serial Number:	77903529	TAQUIZA PACK

CORRESPONDENCE DATA

Fax Number: (202)628-8844
Phone: (212) 895-4267
Email: rshaub@crowell.com

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

Correspondent Name: Crowell & Moring LLP
Address Line 1: 590 Madison Avenue, 20th Floor
Address Line 2: Mark S. Lichtenstein, Esq.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	104992.0000001
NAME OF SUBMITTER:	Brian A. Blitz
Signature:	/Brian A. Blitz/
Date:	12/28/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2011, and effective as of September 30, 2009 (the "*Trademark Security Agreement*"), by BF Properties LLC., a Delaware limited liability corporation (the "*Grantor*"), given in favor of JHW Greentree Capital, L.P. ("*JHW*"), as Collateral Agent for the benefit of the Purchasers (as defined below) and the other holders of the Obligations (as defined in the Security Agreement, as defined below) (in such capacity, the "*Collateral Agent*", which term shall also include its predecessors, successors and assigns in such capacity under the Purchase Agreement (as defined below) from time to time).

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of November 27, 2006 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Purchase Agreement*"), by and among BF Acquisition Holdings, LLC, a Delaware limited liability company ("*Holdings*"), BF Acquisition Sub, Inc., a California corporation (together with its successors and assigns, "*Borrower*"), GarMark Partners II, L.P. ("*GarMark*"), JHW Greentree Capital, L.P. ("*Greentree*"), Westwind Equity Partners LLC ("*Westwind*"), and BF Strategic Investors, LLC ("*BF Strategic*", collectively with GarMark, Greentree, and Westwind, the "*Purchasers*", which term shall include all other holders of the Senior Notes (as defined in the Purchase Agreement) from time to time, the Purchasers agreed to purchase the Senior Notes;

WHEREAS, the Purchasers were willing to purchase the Senior Notes, but only upon the condition, among others, that each of Holding's subsidiaries executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Purchasers, that certain Security Agreement dated as of November 27, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*", which term shall also include any security agreement in favor of the Collateral Agent that any subsidiary of Holdings hereafter becomes bound to including by reason of merger to which the Grantor (among other entities) is a party, including that certain Joinder to Security Agreement, Pledge Agreement and Guarantee, by and between, among others, Borrower, Collateral Agent, the Purchasers and Grantor, dated as of December 21, 2011, and effective as of May 15, 2009 (the "*Joinder Agreement*");

WHEREAS, pursuant to the terms of the Joinder Agreement, Grantor Joined in and became a party to the Security Agreement and granted in favor of the Collateral Agent a security interest in all of its assets;

WHEREAS, pursuant to the Security Agreement and the Joinder Agreement, Grantor is required to execute and deliver to the Collateral Agent, for itself and the ratable benefit of the Purchasers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, on behalf of itself, the Purchasers and the other holders of the Obligations, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

hereto; (a) all of its Trademarks, including those set forth on Schedule I

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself, the Purchasers and the other holders of the Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby, are more fully set forth in the Security Agreement and in the Power of Attorney executed in connection therewith, the

terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

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

BF PROPERTIES, LLC

By: BF Acquisition Holdings, LLC, its managing member

By: _____

Name: _____

Title: _____

[Handwritten Signature]
Christopher J. [unclear]
President and Managing CEO

ACCEPTED AND ACKNOWLEDGED BY:

JHW GREENTREE CAPITAL, LP

By: JHW Greentree Capital GP, LLC,
its general partner

By: _____

Name: _____

Title: _____

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

BF PROPERTIES, LLC


By: BF Acquisition Holdings, LLC, its managing member

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

JHW GREENTREE CAPITAL, LP

By: JHW Greentree Capital GP, LLC,
its general partner

By:  _____
Name: Daniel J. O'Brien
Title: Managing Member

BF Properties, LLC Trademark Case Summary

Date: December 21, 2011

Case No.	Mark	Country	Application Number	Filing Date	Registration Number	Reg. Date	Status
6069.001-01	A LOT GOES INTO MAKING IT BAJA FRESH.	US	78708727		3129696	08/15/2006	Canceled
6069.002-02	¡PRONTO GUACAMOLE!	US	78641838		3106474	06/20/2006	Registered
6069.003-03	A LOT GOES INTO MAKING IT.	US	78654228		3098141	05/30/2006	Canceled
6069.004-04	BAJA FRESH MEXICAN - GRILL & Design	US	78135003		2750373	08/12/2003	Registered
6069.005-05	CARTA BAJA	US	76615782		3075296	04/04/2006	Canceled
6069.006-06	BARE BURRITO	US	76532710		2894737	10/19/2004	Canceled
6069.007-07	ENCHILADO	US	75054197	02/06/1996	2074654	06/24/1997	Registered
6069.008-08	NO MICROWAVES, NO CAN OPENERS, NO FREEZERS, NO LARD, NO M.S.G.	US	75422039		2240563	04/20/1999	Registered
6069.009-09	BAJA FRESH	US	75415513		2301436	12/21/1999	Registered
6069.010-10	BAJA ENSALADA	US	75088839		2106453	10/21/1997	Registered
6069.011-11	BURRITO ULTIMO	US	75088838		2161073	05/26/1998	Registered
6069.012-12	BURRITO DOS MANOS	US	75054178		2108266	10/28/1997	Registered
6069.013-13	BAJA FRESH FOOD CANNOT BE MADE AT MICROWAVE SPEED	US	74183283		1746589	01/12/1993	Registered
6069.014-14	BAJA FRESH	US	74183164		1716822	09/15/1992	Registered
6069.015-15	BAJA FRESH EXPRESS	US	77231972	07/17/2007	3573389	02/10/2009	Registered
6069.016-16	BAJA FRESH EXPRESS BAJA FLAVOR, FAST & FRESH (stylized and/or with design)	US	77231976	07/17/2007	3573390	02/10/2009	Registered
6069.017-17	BAJA FRESH	Argentina	2243166	09/27/1999			Abandoned
6069.018-18	BAJA FRESH	Australia			672641	09/15/1995	Registered
6069.019-19	BAJA FRESH	Brazil	822086905				Abandoned

BF Properties, LLC Trademark Case Summary

Date: December 21, 2011

Case No.	Mark	Country	Application Number	Filing Date	Registration Number	Reg. Date	Status
6069.020-20	BAJA FRESH & Design	Canada			510141	03/26/1999	Registered
6069.021-21	BAJA FRESH	Chile			562.900	03/03/2000	Canceled
6069.022-22	BAJA FRESH	OHIM			1252089	07/23/1999	Registered
6069.023-23	BAJA FRESH	Hong Kong			2004B01511	10/26/2002	Canceled
6069.024-24	BAJA FRESH	Japan			4078293	10/31/1997	Registered
6069.025-25	BAJA FRESH	Japan			4707097	09/05/2003	Registered
6069.026-26	BAJA FRESH	Republic of Korea			92567	09/05/2003	Registered
6069.027-27	BAJA FRESH	Malaysia					Abandoned
6069.028-28	BAJA FRESH	Singapore			T02078241	05/31/2002	Registered
6069.029-29	BAJA FRESH	Thailand			19094		Registered?
6069.030-30	BAJA FRESH	Venezuela	006106-00	04/14/1999			Pending?
6069.031-15	BAJA FRESH EXPRESS	US	75385352	11/05/1997	2352381	05/23/2000	Registered
6069.033-32	KALBI	US	77733021	05/08/2009			Abandoned
6069.034-33	KOGI	US	77733022	05/08/2009			Abandoned
6069.035-34	BAJA GOGI	US	77787665	07/23/2009	3815669	07/06/2010	Registered
6069.036-35	TAQUIZA PACK	US	77903529	12/31/2009			Abandoned
6069.039-09	BAJA FRESH	United Arab Emirates	136013	11/18/2009			Pending
6069.040-04	BAJA FRESH MEXICAN - GRILL & Design	Canada	148839	07/15/2010			Pending
6069.041-16	BAJA FRESH EXPRESS & Design	Canada	148840	07/15/2010			Pending