

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
La Salsa Properties, LLC		12/21/2011	Limited Liability Corporation: DELAWARE

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	3433336	LA SALSA FRESH MEXICAN GRILL
Registration Number:	3433334	LA SALSA FRESH MEXICAN GRILL
Registration Number:	2565424	
Registration Number:	2840324	
Registration Number:	2846451	LA SALSA CANTINA
Serial Number:	77017778	SANTO AGAVE
Registration Number:	2898518	FRESH MEXICAN GRILL
Registration Number:	2484633	LA SALSA
Registration Number:	2405107	MARGARITAS BY THE YARD
Registration Number:	2230016	ORIGINAL GOURMET BURRITO
Registration Number:	2142545	LA SALSA FRESH MEXICAN GRILL
Registration Number:	2151398	LA SALSA
Registration Number:	2025808	LA SALSA FRESH MEXICAN GRILL

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Registration Number:	2009794	LA SALSA
Registration Number:	2074620	CALIFORNIAN "VEGGIE"
Registration Number:	2190028	FRESH MEXICAN GRILL
Registration Number:	1417032	LA SALSA
Registration Number:	1522842	
Registration Number:	1524725	BISTEC GOURMET
Registration Number:	1527205	LA HAWAIIANA
Registration Number:	1527204	SUPER RATON
Registration Number:	1517380	LA SALSA
Registration Number:	1527203	LA CUBANA
Registration Number:	1257963	LA SALSA
Serial Number:	77693333	GRILLADA
Registration Number:	3846220	LA SALSA PRONTO
Registration Number:	3846219	LA SALSA PRONTO

**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: 8  
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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 La Salsa 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 execute and deliver 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, Holdings, Borrower, Collateral Agent (as defined below), the Purchasers and Grantor dated as of December 21, 2011, and effective as of September 30, 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*"):

(a) all of its Trademarks, including those referred to on Schedule I hereto;

(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 and the Purchasers and the other holders of the Obligations, pursuant to the Security Agreement and the Joinder 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.

LA SALSA PROPERTIES, LLC

By: BF Acquisition Holdings, LLC, its  
managing member

By: [Signature]  
Name: CHARLES RINK  
Title: President and Managing CEO

ACCEPTED AND ACKNOWLEDGED BY:

JHW GREENTREE CAPITAL, LP, AS COLLATERAL AGENT

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.

LA SALSA PROPERTIES, LLC

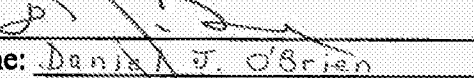
By: BF Acquisition Holdings, LLC, its  
managing member

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

ACCEPTED AND ACKNOWLEDGED BY:

JHW GREENTREE CAPITAL, LP, AS COLLATERAL AGENT

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

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

**La Salsa Properties, LLC Trademark Case Summary**

Date: December 21, 2011

Case No.	Mark	Country	Application Number	Filing Date	Registration Number	Reg. Date	Status
6095.001-01	LA SALSA FRESH MEXICAN GRILL & Design	US	78949874	08/10/2006	3433336	05/20/2008	Registered
6095.002-02	LA SALSA FRESH MEXICAN GRILL & Design (color)	US	78949442	08/10/2006	3433334	05/20/2008	Registered
6095.003-03	Fruit Slice Logo	US	78064214	05/17/2001	2565424	04/30/2002	Registered
6095.004-04	Man wearing sombrero Logo	US	78251139		2840324		Abandoned
6095.005-05	LA SALSA CANTINA (Stylized)	US	78119673		2846451	05/25/2004	Registered
6095.006-06	SANTO AGAVE	US	77017778	10/10/2006			Abandoned
6095.007-07	FRESH MEXICAN GRILL	US	76218078		2898518	11/02/2004	Registered
6095.008-08	LA SALSA & Design	US	75904563		2484633	09/04/2001	Registered
6095.009-09	MARGARITAS BY THE YARD	US	75514634		2405107	11/21/2000	Registered
6095.010-10	ORIGINAL GOURMET BURRITO	US	75294061		2230016		Abandoned
6095.011-11	LA SALSA FRESH MEXICAN GRILL & Design	US	75248327		2142545		Abandoned
6095.012-12	LA SALSA	US	75155583		2151398	04/14/1998	Registered
6095.013-13	LA SALSA FRESH MEXICAN GRILL	US	74424105		2025808	12/24/1996	Registered
6095.014-14	LA SALSA	US	74704220		2009794	10/22/1996	Registered
6095.015-15	CALIFORNIAN VEGGIE	US	74714379		2074620		Abandoned
6095.016-16	FRESH MEXICAN GRILL	US	74586109		2190028	09/15/1998	Registered
6095.017-17	LA SALSA (Stylized)	US	73586557		1417032	11/11/1986	Registered
6095.018-18	Man wearing sombrero logo	US	73724933		1522842		Abandoned
6095.019-19	BISTEC GOURMET & Design	US	73691124		1524725		Abandoned

**La Salsa Properties, LLC Trademark Case Summary**

Date: December 21, 2011

Case No.	Mark	Country	Application Number	Filing Date	Registration Number	Reg. Date	Status
6095.020-20	LA HAWAIIANA & Design	US	73691080		1527205		Abandoned
6095.021-21	SUPER RATON & Design	US	73691067		1527204		Abandoned
6095.022-22	LA SALSA (Stylized)	US	73723816		1517380		Abandoned
6095.023-23	LA CUBANA & Design	US	73691066		1527203		Abandoned
6095.024-24	LA SALSA	US	73207902		1257963	11/15/1983	Registered
6095.025-25	LA SALSA	Australia			656396	03/23/1995	Registered
6095.026-26	LA SALSA	Austria			167053	11/12/1996	Registered
6095.027-27	LA SALSA	Bahamas			19038	01/06/2003	Canceled
6095.028-28	LA SALSA & Design (Class 39)	Bahamas	30330	02/23/2007			Pending?
6095.029-29	LA SALSA	Belgium			601176	08/01/1997	Registered
6095.030-30	LA SALSA	Brazil	900.309.806	05/11/2007			Pending?
6095.031-31	LA SALSA	Canada	611366	07/19/1988	399492	06/26/1992	Registered
6095.032-32	LA SALSA & Design	Canada	1334903				Pending
6095.033-33	LA SALSA	Costa Rica			151960	04/20/2005	Registered
6095.034-34	LA SALSA & Design	Costa Rica	2007-0001243	02/08/2007	174556	05/13/2008	Registered
6095.035-35	LA SALSA	El Salvador			00137	01/18/2005	Registered
6095.036-36	LA SALSA & Design	El Salvador	E-64654-2007	02/09/2007	30 BOOK: 101	02/14/2008	Registered
6095.037-37	LA SALSA	France			96643940	03/14/1997	Registered
6095.038-38	LA SALSA	Germany			39647836	04/04/1997	Registered
6095.039-39	LA SALSA	Italy			765820		Abandoned



**La Salsa Properties, LLC Trademark Case Summary**

Date: December 21, 2011

Case No.	Mark	Country	Application Number	Filing Date	Registration Number	Reg. Date	Status
6095.040-40	LA SALSA	Japan			4063566	10/03/1997	Registered
6095.041-41	LA SALSA	Japan			2269547	09/21/1990	Canceled
6095.042-42	LA SALSA	Japan			2276702	10/31/1990	Canceled
6095.043-43	LA SALSA	Republic of Korea	41-2007-11632	04/26/2007	165239	04/18/2008	Registered
6095.044-44	LA SALSA	Panama			135463-01	12/24/2004	Registered
6095.045-45	LA SALSA & Design	Panama	158934-01	02/09/2007	158934-01	02/09/2007	Registered
6095.046-46	LA SALSA	Portugal			319515	06/16/1997	Registered
6095.047-47	LA SALSA	Puerto Rico			38344	07/08/1997	Registered
6095.048-48	LA SALSA & Design	Puerto Rico		02/20/2007			Pending?
6095.049-49	LA SALSA	Spain			2051015M2	03/05/1997	Registered
6095.050-50	LA SALSA	Switzerland and Liechtenstein			P439.660	10/04/1996	Registered
6095.051-51	LA SALSA	Ukraine			56146	11/15/2005	Registered
6095.052-52	LA SALSA FRESH MEXICAN GRILL	Ukraine			56145	11/15/2005	Registered
6095.053-53	LA SALSA	United Kingdom		10/02/1996	2111607	05/30/1997	Registered
6095.054-54	LA SALSA	Venezuela	17.710/43	08/15/2005			Pending?
6095.055-55	FRESH MEXICAN GRILL	Venezuela	17.842/43	08/17/2005			Pending?
6095.056-56	LA SALSA FRESH	Venezuela	17.843/43	08/17/2005			Pending?
6095.057-57	LA SALSA & Design	Venezuela	2543-07	02/09/2007			Abandoned
6095.058-58	LA SALSA FRESH MEXICAN GRILL & Design	Madrid Protocol	915857	02/08/2007	915857	2/8/2007	Registered

**La Salsa Properties, LLC Trademark Case Summary**

Date: December 21, 2011

Case No.	Mark	Country	Application Number	Filing Date	Registration Number	Reg. Date	Status
6095.058-58 -AUSTRALIA		Australia	Extension of International Registration				Granted
6095.058-58 -EUROPEAN UNION		European Community	Extension of International Registration				Granted
6095.058-58-JAPAN		Japan	Extension of International Registration				Refused
6095.058-58-KOREA		Republic of Korea	Extension of International Registration				Refused
6095.058-58 -SWITZERLAND		Switzerland	Extension of International Registration				Pending?
6095.058-58 -UKRAINE		Ukraine	Extension of International Registration				Granted
6095.067-59	GRILLADA	US	77693333	03/17/2009			Abandoned
6095.068-60	LA SALSA PRONTO	US	77752140	06/04/2009	3846220	09/07/2010	Registered
6095.069-61	LA SALSA PRONTO & Design	US	77752131	06/04/2009	3846219	09/07/2010	Registered