

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
Barteca Restaurants, LLC		03/06/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85202482	BARTACO	
Serial Number:	85202583	BARTACO	
Serial Number:	77819187	BARCELONA	
Registration Number:	3790015		
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.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:	Sharon Patterson, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.037		

OP \$115.00 85202482

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	03/14/2012
Total Attachments: 5 source=trademark barteca#page1.tif source=trademark barteca#page2.tif source=trademark barteca#page3.tif source=trademark barteca#page4.tif source=trademark barteca#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 6, 2012, by and between Barteca Restaurants, LLC, a Delaware limited liability company ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof by, and among Grantor, the other Loan Parties party thereto, Administrative Agent, Golub Capital Management LLC as revolver agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Barcelona Restaurants, LLC and Bar Taco, LLC, each Subsidiaries of the Grantor, which Loans have been guaranteed by Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such

time as a statement of use or an amendment to allege use has been filed with the U.S. Patent and Trademark Office.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall govern.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Page Follows]

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

BARTECA RESTAURANTS, LLC

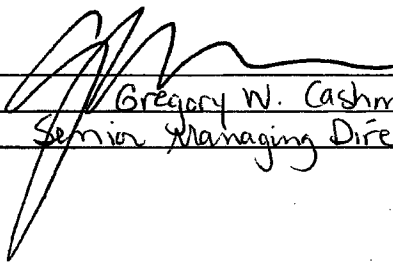
By: 

Name: CML A. PFOREKEMER

Title: MANAGER MEMBER

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Gregory W. Cashman
Title: Senior Managing Director

Schedule A

Registered Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
bartaco	85202482 (App. No.)	December 21, 2010
Design of Dragonfly plus words	85202583 (App. No.)	December 21, 2010
BARCELONA	77819187	September 3, 2009
Design of Woman	3790015	May 18, 2010