

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		10/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	EL POLLO LOCO, INC.		
Street Address:	3535 HARBOR BLVD., SUITE 100		
City:	COSTA MESA		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2639261	CLASSIC CHICKEN BURRITO	
Registration Number:	1237518	EL POLLO LOCO	
Registration Number:	3162229	EL POLLO LOCO	
Registration Number:	3262641	EL POLLO LOCO	
Registration Number:	2934591	EL POLLO LOCO	
Registration Number:	3262640	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3288881	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3331273	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3345387	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3320540	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3455685	EPL-TO-GO	
Registration Number:	3291494	GRILLED FIESTA BURRITO	
Registration Number:	3335856	IS IT WRONG TO LOVE A CHICKEN?	
Registration Number:	2132185	POLLO BOWL	

TRADEMARK

Registration Number:	3723911	POLLO TO THE PEOPLE
Registration Number:	3046949	TASTE THE FIRE
Registration Number:	1237519	THE CRAZY CHICKEN
Registration Number:	1498099	THE ORIGINAL MEXICAN CHAR-BROILED CHICKE
Registration Number:	3466631	IT'S MEXCELLENT!
Registration Number:	3072222	TWICE GRILLED BURRITO
Registration Number:	2473672	WHEN YOU'RE CRAZY FOR CHICKEN
Registration Number:	3874391	BUFFALOCO
Serial Number:	85305192	EL POLLO LOCO ¡FEEL THE MEXCELLENCE!
Serial Number:	85305172	EL POLLO LOCO ¡SIENTE LA MEXCELENCIA!

#### CORRESPONDENCE DATA

Fax Number: 6508385109

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

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: Michael Jokic

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37427/8
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	10/25/2013

#### Total Attachments: 8

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**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of October 11, 2013, is made by **JEFFERIES FINANCE LLC**, as Collateral Agent and Administrative Agent (the “**Agent**”) in favor of El Pollo Loco, Inc. (the “**Pledgor**”). Terms used in this Release and not herein defined shall have the meanings set forth in the Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain First Lien Credit Agreement, dated as of July 14, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Pledgor, as Borrower, the Parent, the other guarantors party thereto, the Lenders, the other parties thereto, and the Agent, the Lenders agreed to extend credit to the Borrowers;

**WHEREAS**, in consideration of the extensions of credit and other accommodations of Lenders as set forth in the Credit Agreement, the Pledgor and each other grantor party thereto agreed to secure the Obligations under the Loan Documents as set forth in that certain Security Agreement, dated as of July 14, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Pledgor, the Parent, the other guarantors party thereto, and the Agent, pursuant to which the Pledgor granted a security interest to the Agent in the Collateral, including the Trademark Collateral and Copyright Collateral (each as defined below), and was required to execute (i) that certain First Lien Trademark Security Agreement dated as of July 14, 2011 (the “**Trademark Security Agreement**”) and (ii) that certain First Lien Copyright Security Agreement dated as of July 14, 2011 (the “**Copyright Security Agreement**”), and together with the Trademark Security Agreement, the “**IP Security Agreements**”);

**WHEREAS**, pursuant to the Trademark Security Agreement, the Pledgor granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Pledgor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to the registrations and applications referred to in Schedule A attached hereto;

**WHEREAS**, pursuant to the Copyright Security Agreement, the Pledgor granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Pledgor’s right, title and interest in, to and under the Copyright Collateral, including, without limitation, the registrations and applications referred to in Schedule B attached hereto;

**WHEREAS**, (i) the Trademark Security Agreement was recorded with the Trademark Division of the U.S. Patent and Trademark Office on July 18, 2011 at Reel/Frame No. 4584/0935 and (ii) the Copyright Security Agreement was recorded with the U.S. Copyright Office on July 20, 2011 at Volume 3606, Document 34;

**WHEREAS**, the Agent now desires to release in its entirety its security interest in and continuing lien on all of the Pledgor’s right, title and interest in, to and under (i) the Trademark Collateral, including, but not limited to the registrations and applications referred to in Schedule A attached hereto and (ii) the Copyright Collateral, including, without limitation, the registrations and applications referred to in Schedule B attached hereto.

**NOW THEREFORE**, for good and valuable consideration, including the satisfaction of

all of the Pledgor's payment obligations, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent hereby releases and terminates all of its security interest in and continuing lien on all of the Pledgor's right, title and interest in, to and under (i) the Trademark Collateral, including, but not limited to the registrations and applications referred to in Schedule A attached hereto and (ii) the Copyright Collateral, including, without limitation, the registrations and applications referred to in Schedule B attached hereto, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Trademark Collateral and Copyright Collateral to the Pledgor.

"Trademark Collateral" shall mean:

- a) Trademarks of the Pledgor, including the United States registered Trademarks and applications for Trademark registration, listed on Schedule A attached hereto; and
- b) all Proceeds of any and all of the foregoing.

"Copyright Collateral" shall mean:

- a) Copyrights of the Pledgor, including such United States registered copyrights and exclusive licenses of copyrights listed on Schedule B attached hereto; and
- b) all Proceeds of any and all of the foregoing.

2. The Agent hereby authorizes and requests that the Commissioner for Trademarks, the Registrar of Copyrights and any other applicable government officer record this Release.

3. The Agent agrees, at the Pledgor's expense, to cooperate with the Pledgor and to provide the Pledgor with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

4. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic submission will be as effective as delivery of a manually executed counterpart of this Release.

**5. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

**JEFFERIES FINANCE LLC**, as Collateral Agent and  
Administrative Agent

By:   
Name: J. Paul McDonnell  
Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

**TRADEMARK**  
**REEL: 005139 FRAME: 0720**





**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY COLLATERAL**

[See attached.]


**SCHEDULE B  
TO  
RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY COLLATERAL**

[See attached.]

**Schedule A  
Trademarks**

Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Record Owner
CLASSIC CHICKEN BURRITO	2639261	22-Oct-2002	El Pollo Loco, Inc.
EL POLLO LOCO	1237518	10-May-1983	El Pollo Loco, Inc.
EL POLLO LOCO	3162229	24-Oct-2006	El Pollo Loco, Inc.
EL POLLO LOCO & Design (Stacked) 	3262641	10-Jul-2007	El Pollo Loco, Inc.
EL POLLO LOCO (New Tombstone Design) 	2934591	22-Mar-2005	El Pollo Loco, Inc.
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN	3262640	10-Jul-2007	El Pollo Loco, Inc.
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN	3288881	04-Sep-2007	El Pollo Loco, Inc.
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN & Design (Horizontal) 	3331273	06-Nov-2007	El Pollo Loco, Inc.
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN & Design (Stacked) 	3345387	27-Nov-2007	El Pollo Loco, Inc.



Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Record Owner
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN & Design (Stacked) 	3320540	23-Oct-2007	El Pollo Loco, Inc.
EPL-TO-GO	3455685	24-Jun-2008	El Pollo Loco, Inc.
GRILLED FIESTA BURRITO	3291494	11-Sep-2007	El Pollo Loco, Inc.
IS IT WRONG TO LOVE A CHICKEN?	3335856	13-Nov-2007	El Pollo Loco, Inc.
POLLO BOWL	2132185	27-Jan-1998	El Pollo Loco, Inc.
POLLO TO THE PEOPLE	3723911	8-Dec-2009	El Pollo Loco, Inc.
TASTE THE FIRE	3046949	17-Jan-2006	El Pollo Loco, Inc.
THE CRAZY CHICKEN	1237519	10-May-1983	El Pollo Loco, Inc.
THE ORIGINAL MEXICAN CHAR- BROILED CHICKEN	1498099	26-Jul-1988	El Pollo Loco, Inc.
IT'S MEXCELLENT!	3466631	15-Jul-2008	El Pollo Loco, Inc.
TWICE GRILLED BURRITO	3072222	21-Mar-2006	El Pollo Loco, Inc.
WHEN YOU'RE CRAZY FOR CHICKEN	2473672	31-Jul-2001	El Pollo Loco, Inc.
¡FEEL THE MEXCELLENCE!	n.a. (Serial number: 85305192)	4/26/2011	El Pollo Loco, Inc.
¡SIENTE LA MEXCELENCIA!	n.a. (Serial number: 85305172)	4/26/2011	El Pollo Loco, Inc.
BUFFALOCO	3874391	6/30/2009	El Pollo Loco, Inc.

**Schedule B  
Copyrights**

<b>Full Title</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Record Owner</b>
Loco head only	VA0001161490	2002-09-30	El Pollo Loco, Inc.
Loco head standing	VAu000560774	2002-09-30	El Pollo Loco, Inc.
Big fat yeast roll	VA0000469581	1991-08-20	Flagstar Corporation