

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
Texas Taco Cabana, L.P.		12/11/2013	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1700 Lincoln Street		
Internal Address:	3rd Floor, MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	75254		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	85830554	CABANA GRILL A TASTE OF MEXICO	
Serial Number:	85830543	CABANA GRILL	
Registration Number:	4263571	TACO CABANA	
Registration Number:	4156502	TACO CABANA CHIPS IN	
Registration Number:	4104355	TACO CABANA RAPIDO	
Registration Number:	4104353	THE ORIGINAL TACO CABANA MEXICAN PATIO C	
Registration Number:	4089684	CABANA COMBOS	
Registration Number:	3575538	CABANA RITA	
Registration Number:	3579447	FAJITA CABANA BOWL	
Registration Number:	3579446	CABANA BOWL	
Registration Number:	2199595	CABANA KIDS	
Registration Number:	2327077		
Registration Number:	2286036		

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Registration Number:	2243432	CABANA KIDS
Registration Number:	1726537	THE ORIGINAL TACO CABANA MEXICAN PATIO C
Registration Number:	1978245	THE ORIGINAL TACO CABANA TEX-MEX PATIO C
Registration Number:	1978002	THE ORIGINAL TACO CABANA MEXICAN PATIO C
Registration Number:	1812506	MOONRISE BREAKFAST
Registration Number:	1778181	GET REAL GET TACO CABANA
Registration Number:	1581970	TACO CABANA

CORRESPONDENCE DATA

Fax Number: 4045725100

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

Email: mrussell@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18464.015109
NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	12/11/2013

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 11, 2013 by Texas Taco Cabana, L.P., a Texas limited partnership (the "Pledgor"), in favor of Wells Fargo Bank, National Association, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute,

acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

TEXAS TACO CABANA, L.P.

By: T.C. MANAGEMENT, INC., its general partner

By: 

Name: Joseph A. Zirkman


Title: Vice President, General Counsel and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005171 FRAME: 0559

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Sally Hoffman
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

Trademark	Filing Date	Serial Number	Registration Number	Owner
Cabana Grill A Taste of Mexico	01-23-2013	85830554		Texas Taco Cabana, L.P.
Cabana Grill	01-23-2013	85830543		Texas Taco Cabana, L.P.
Taco Cabana	02-01-2012	85531206	4263571	Texas Taco Cabana, L.P.
Taco Cabana Chips In	02-08-2011	85236956	4156502	Texas Taco Cabana, L.P.
Taco Cabana Rapido	02-04-2011	85234080	4104355	Texas Taco Cabana, L.P.
The Original Taco Cabana Mexican Patio Café Radio	02-04-2011	85234033	4104353	Texas Taco Cabana, L.P.
Cabana Combos	06-18-2010	85066461	4089684	Texas Taco Cabana, L.P.
Cabana Rita	06-21-2008	77504803	3575538	Texas Taco Cabana, L.P.
Fajita Cabana Bowl	06-21-2008	77504798	3579447	Texas Taco Cabana, L.P.
Cabana Bowl	06-21-2008	77504795	3579446	Texas Taco Cabana, L.P.
Cabana Kids	06-19-1997	75311747	2199595	Texas Taco Cabana, L.P.
(design only)	04-24-1997	75281363	2327077	Texas Taco Cabana, L.P.
(design only)	04-24-1997	75281359	2286036	Texas Taco Cabana, L.P.
Cabana Kids	04-18-1997	75277352	2243432	Texas Taco Cabana, L.P.
The Original Taco Cabana Mexican Patio Café	01-17-1992	74238347	1726537	Texas Taco Cabana, L.P.
The Original Taco Cabana Tex-Mex Patio Café	05-26-1995	74680206	1978245	Texas Taco Cabana, L.P.

The Original Taco Cabana Tex-Mex Patio Café	03-10-1995	74645225	1978002	Texas Taco Cabana, L.P
Moonrise Breakfast	10-13-1992	74322676	1812506	Texas Taco Cabana, L.P
Get Real Get Taco Cabana	02-26-1992	74249851	1778181	Texas Taco Cabana, L.P
Taco Cabana	08-29-1988	73748887	1581970	Texas Taco Cabana, L.P
Taco Cabana Rapido and Design	02-04-2011	85234033	4104353	Texas Taco Cabana, L.P