

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
Pollo Operations, Inc.		12/11/2013	CORPORATION: FLORIDA

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: 28

Property Type	Number	Word Mark
Registration Number:	1967896	BANANAS TROPICAL
Registration Number:	4183408	BONGO BOWLS
Registration Number:	2005535	CARIBBEAN CREME CAKE
Registration Number:	1961247	CHICKEN ON THE GRILL
Registration Number:	1808215	
Registration Number:	2073412	COMBO MAMBO
Registration Number:	2695379	FILLET OLE
Registration Number:	3650381	IT'S TIME TO POLLO
Registration Number:	4371831	LIFE'S BETTER UNDER THE PALM
Registration Number:	4104549	LITTLE POLLITO
Registration Number:	2009396	
Registration Number:	4419868	
Registration Number:	3917248	POLLO REWARDS

OP \$715.00 1967896

Registration Number:	1795420	POLLO TROPICAL
Registration Number:	1583057	POLLO TROPICAL
Registration Number:	4236371	POLLO TROPICAL
Registration Number:	2088488	POLLO TROPICAL CHICKEN ON THE GRILL
Registration Number:	3634216	POLLO TROPICAL CHICKEN ON THE GRILL
Registration Number:	4236370	POLLO TROPICAL CHICKEN ON THE GRILL
Registration Number:	2579304	TROPICHILLER
Registration Number:	3653926	TROPICHOP
Registration Number:	2162161	TROPICHOPS
Registration Number:	2052622	TROPIGRILL CHICKEN AND MORE
Registration Number:	1949770	YOU'VE NEVER TASTED CHICKEN THIS GOOD
Registration Number:	1799524	YUCATAN FRIES
Serial Number:	85065132	YUCHOS
Serial Number:	85404392	FIESTA RESTAURANT GROUP
Serial Number:	85801814	LIFE'S BETTER UNDER THE PALM

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: mrusell@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: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 11, 2013 by Pollo Operations, Inc., a Florida corporation (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,

POLLO OPERATIONS, INC.,
a Florida corporation

By: 


Name: Joseph A. Zinkman
Title: Vice President, General Counsel and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005171 FRAME: 0612

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	Application Number	Filing Date	Registration Number	Owner
BANANAS TROPICAL	74/582026	04-Oct-1994	1967896	Pollo Operations, Inc.
BONGO BOWLS	85/517420	16-Jan-2012	4183408	Pollo Operations, Inc.
CARIBBEAN CREME CAKE	74/581788	04-Oct-1994	2005535	Pollo Operations, Inc.
CHICKEN ON THE GRILL	74/352238	25-Jan-1993	1961247	Pollo Operations, Inc.
CHICKEN UNDER THE PALM TREE Design (Black & White)	74/369489	17-Mar-1993	1808215	Pollo Operations, Inc.
COMBO MAMBO	75/049085	26-Jan-1996	2073412	Pollo Operations, Inc.
FILLET OLE	76/395370	08-Apr-2002	2695379	Pollo Operations, Inc.
FRESH MIAMI FLAVOR	85/404392	23-Aug-2011	4247044	Pollo Operations, Inc.
IT'S TIME TO POLLO	77/630407	10-Dec-2008	3650381	Pollo Operations, Inc.
LIFE'S BETTER UNDER THE PALM (word mark)	85/794345	04-Dec-2012	4371831	Pollo Operations, Inc.

LIFE'S BETTER UNDER THE PALM and design	85/801814	13-Dec-2012		Pollo Operations, Inc.
LITTLE POLLITO	85/289973	08-Apr-2011	4104549	Pollo Operations, Inc.
MISCELLANEOUS DESIGN (Building Design)	74/590740	26-Oct-1994	2009396	Pollo Operations, Inc.
MISCELLANEOUS DESIGN (Palm Tree)	85/793753	04-Dec-2012	4419868	Pollo Operations, Inc.
POLLO REWARDS	85/103781	10-Aug-2010	3917248	Pollo Operations, Inc.
POLLO TROPICAL	74/352237	25-Jan-1993	1795420	Pollo Operations, Inc.
POLLO TROPICAL & Design	73/775720	23-Jan-1989	1583057	Pollo Operations, Inc.
POLLO TROPICAL & Red Palm Tree design	85/449739	18-Nov-2011	4236371	Pollo Operations, Inc.
POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color)	74/516740	25-Apr-1994	2088488	Pollo Operations, Inc.
POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color)	77/537914	04-Aug-2008	3634216	Pollo Operations, Inc.
POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color)	85/449692	18-Oct-2011	4236370	Pollo Operations, Inc.
TROPICHILLER	75/722459	07-Jun-1999	2579304	Pollo Operations, Inc.

TROPICHOP	77/620202	22-Nov-2008	3653926	Pollo Operations, Inc.
TROPICHOPS	75/317706	01-Jul-1997	2162161	Pollo Operations, Inc.
TROPIGRILL CHICKEN AND MORE & Design	75/100541	08-May-1996	2052622	Pollo Operations, Inc.
YOU'VE NEVER TASTED CHICKEN THIS GOOD	74/522893	16-Jan-1996	1949770	Pollo Operations, Inc.
YUCATAN FRIES	74/356722	08-Feb-1993	1799524	Pollo Operations, Inc.
YUCHOS	85/065132	17-Jun-2010		Pollo Operations, Inc.