

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMR Acquisition Company, Inc.		03/24/2014	CORPORATION: INDIANA
LAS Acquisition Company, Inc.		03/24/2014	CORPORATION: INDIANA
Barbici, LLC		03/24/2014	LIMITED LIABILITY COMPANY: INDIANA
LA Senorita Franchise Company		03/24/2014	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	GE Capital Bank
Street Address:	8377 East Hartford Drive
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	industrial loan corporation: UTAH

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	73389618	HACIENDA
Serial Number:	75635976	HACIENDA
Serial Number:	75368724	
Serial Number:	73677532	
Serial Number:	76405832	LA SENORITA
Serial Number:	77779506	LA SEÑORITA MEXICAN RESTAURANTS
Serial Number:	86142543	TAVOLETA
Serial Number:	86109153	BARBICI
Serial Number:	86106784	BAR BICI ITALIAN STREET FOOD

CORRESPONDENCE DATA

Fax Number: 4023461148

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

Phone: 402-346-6000

TRADEMARK

Email: bridget.stuhr@kutakrock.com
Correspondent Name: Bridget M. Stuhr
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER: 1482201-474

NAME OF SUBMITTER: Bridget M Stuhr

SIGNATURE: /Bridget M Stuhr/

DATE SIGNED: 03/25/2014

Total Attachments: 5

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AMENDED AND RESTATED SHORT-FORM IP SECURITY AGREEMENT

THIS AMENDED AND RESTATED SHORT-FORM IP SECURITY AGREEMENT (as amended from time to time, the "*Short Form Agreement*") is made and entered into as of March 24, 2014 by HMR ACQUISITION COMPANY, INC., an Indiana corporation ("*HMR*"), and LAS ACQUISITION COMPANY, INC., an Indiana corporation ("*LAS*"), and BARBICI, LLC, an Indiana limited liability company ("*BarBici*") (each a "*Borrower*", with references to "*Borrower*" meaning each Borrower), and LA SENORITA FRANCHISE COMPANY, a Michigan corporation ("*Subsidiary Guarantor*"; each Borrower and Subsidiary Guarantor are referred to herein as "*Grantor*") and GE CAPITAL BANK, a Utah industrial loan corporation ("*Lender*"), as the secured party on behalf itself and each Secured Swap Provider.

PRELIMINARY STATEMENTS:

A. Pursuant to that certain Loan Agreement dated November 3, 2011 between Lender, HMR and LAS (as the same may be amended, supplemented, extended or renewed from time to time, the "*Original Loan Agreement*"), Lender made certain loans to HMR and LAS (each, a "*Loan*"). The Original Loan Agreement, the promissory notes evidencing each Loan, and the other documents and instruments currently evidencing and securing each Loan (all as previously amended, restated, supplemented, extended or renewed) are referred to collectively as the "*Original Loan Documents*." Borrower has requested that Lender modify and restate the terms and conditions of the Loans and the Original Loan Documents as provided in the Amended and Restated Loan Agreement dated as of the date hereof (as it may be amended, restated, supplemented, extended or renewed from time to time, the "*Loan Agreement*"). Pursuant to the terms of the Loan Agreement, Lender is making or has made certain loans to Borrower in the original principal amount of up to \$19,508,945.80, as such amount may be increased by an additional amount up to \$10,000,000 as provided therein. Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Loan Agreement.

B. This Short Form Agreement delivered in connection with the Loan Agreement amends, restates, and replaces that certain Short-Form IP Security Agreement dated November 3, 2011 executed by HMR, LAS, Subsidiary Guarantor, and Lender.

C. It is a condition precedent to Lender restructuring the Loan that Grantor and Lender enter into this Short Form Agreement to further evidence the grant of the security interests in such Grantor's Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Loan Agreement.

AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Loan Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Grantor hereby grants to Lender, for the benefit of itself and any Secured Swap Provider, a security interest in and lien upon all of such Grantor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Grantor connected with the use of and symbolized by the trademarks.

2. Grant of License. Subject to the terms and conditions of the Loan Agreement, each Grantor hereby grants to Lender, for the benefit of itself and any Secured Swap Provider, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Grantor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Grantor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and

will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's security interest in the Collateral.

3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Loan Agreement are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Loan Agreement in any respect. The security interest granted pursuant to this Short-Form IP Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreements and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreements and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:

HMR ACQUISITION COMPANY, INC., an Indiana corporation

By: Tamara Boetsma, CEO
Printed Name: Tamara Boetsma
Its CEO

LAS ACQUISITION COMPANY, INC., an Indiana corporation

By: Tamara Boetsma, CEO
Printed Name: Tamara Boetsma
Its CEO

LA SENORITA COMPANY, a Michigan corporation

By: Tamara Boetsma, CEO
Printed Name: Tamara Boetsma
Its CEO

BARBICI, LLC, an Indiana limited liability company

By: Tamara Boetsma, CEO
Printed Name: Tamara Boetsma
Its CEO

LENDER:

GE CAPITAL BANK, a Utah industrial loan corporation
(formerly known as GE Capital Financial Inc.)

By: _____
Printed Name: _____
Its Authorized Signatory

EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:

HMR ACQUISITION COMPANY, INC., an Indiana corporation

By: _____
Printed Name: _____
Its _____

LAS ACQUISITION COMPANY, INC., an Indiana corporation

By: _____
Printed Name: _____
Its _____

LA SENORITA COMPANY, a Michigan corporation

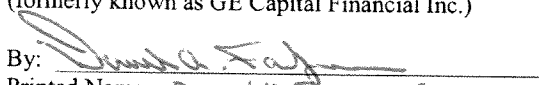
By: _____
Printed Name: _____
Its _____

BARBICI, LLC, an Indiana limited liability company

By: _____
Printed Name: _____
Its _____

LENDER:

GE CAPITAL BANK, a Utah industrial loan corporation
(formerly known as GE Capital Financial Inc.)

By: 
Printed Name: David A Feschager
Its Authorized Signatory

Loan ID Nos. _____

EXHIBIT A
INTELLECTUAL PROPERTY

Intellectual Property owned by Debtor:

A) Registered United States Trademarks:

TRADEMARK	REGISTRATION (SERIAL NUMBER)	REGISTRATION DATE
Hacienda and Design	1,331,341 (Serial No.: 73-389618)	April 16, 1985
Hacienda	2,484,222 (Serial No.: 75-635976)	September 4, 2001
Hacienda	2,466,961 (Serial No.: 75-638724)	July 10, 2001
Miscellaneous Design ("Sombrero Sam")	1,521,314 (Serial No.: 73-677532)	January 17, 1989
La Senorita	2,683,500 (Serial No.: 76-405832)	February 4, 2003
La Senorita Mexican Restaurants and Design	3,751,819 (Serial No.: 77-779506)	February 23, 2010
Tavoleta	Serial No.: 86-142543	Pending
Barbici	Serial No.: 86-109153	Pending
Bar Bici Italian Street Food Design	Serial No.: 86-106784	Pending

B) Registered State Trademarks:

STATE	TRADEMARK	REGISTRATION (SERIAL NUMBER)	REGISTRATION DATE
Indiana	Hacienda and Design	5009-8123	July 28, 1987
Indiana	Fiesta To Go	1997-0316	June 22, 1997
Indiana	Ouch-Y-Wa-Wa!	2000-0105	March 22, 2000

C) Copyright:

D) Trade Secrets:

E) Domain Names:

<u>DOMAIN NAME</u>	<u>REGISTRATION DATE</u>	<u>EXPIRATION DATE</u>
haciendafiesta.com	November 26, 1996	November 25, 2016
lasfiesta.com	April 10, 2009	April 10, 2016
lasenorita.com	October 31, 2001	October 30, 2014
mybarbici.com	March 18, 2013	March 18, 2016

Loan ID Nos. _____