

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OTB Acquisition LLC		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4517609	ENDLESS TACOS
Registration Number:	3341577	QUESO LIVE!
Registration Number:	3362356	BORDER SMART
Registration Number:	3375726	BECAUSE YOU CAN
Registration Number:	2820041	THE BIG BORDURRITO
Registration Number:	1271174	ON THE BORDER
Registration Number:	2878246	ON THE BORDER MEXICAN GRILL & CANTINA
Registration Number:	3578852	ENDLESS ENCHILADAS
Registration Number:	2940021	GUACAMOLE LIVE!
Registration Number:	1935079	BORDERITA
Registration Number:	1954702	ON THE BORDER MEXICAN CAFE
Registration Number:	1954703	ON THE BORDER MEXICAN CAFE
Registration Number:	1958891	OTB ORIGINAL
Registration Number:	3181007	FAJITA GRILL
Registration Number:	2027131	ORIGINAL MELTDOWN
Registration Number:	3381522	OTB MELTDOWN
Registration Number:	2240856	THE ULTIMATE FAJITA
Registration Number:	2240868	BORDER BUDDIES
Registration Number:	2240879	BORDER BUDDIES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4417407	CLUB CANTINA
Registration Number:	2482291	ON THE BORDER MEXICAN GRILL & CANTINA
Registration Number:	2506151	ON THE BORDER MEXICAN GRILL & CANTINA
Serial Number:	86055411	TACO FIX TUESDAYS
Serial Number:	86216475	NOBODY DOES ENDLESS LIKE ON THE BORDER

CORRESPONDENCE DATA

Fax Number: 3129939767

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

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 North Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	05/30/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2014, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 30, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantor, as Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

Section 1.1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 1.2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 1.3 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 1.4 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 1.5 Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 1.6 Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

OTB ACQUISITION LLC,
as Grantor

By:

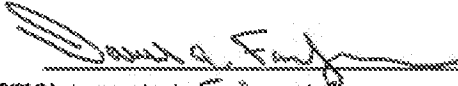

Name: STEVEN CASE
Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005291 FRAME: 0567

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent



By: 
Name: David A. Cooney
Title: Its Duly Authorized Signatory



[Signature Page to Trademark Security Agreement]

Schedule I

Schedule to Trademark Security Agreement

(a) Registered Marks, Unregistered Marks, Patents and Registered Copyrights

Mark	Country	Registration / Application No.	Registered Owner	Status
ENDLESS TACOS	United States	4517609	OTB Acquisition LLC	Registered
TACO FIX TUESDAYS	United States	86055411	OTB Acquisition LLC	Pending
NOBODY DOES ENDLESS LIKE ON THE BORDER	United States	86216475	OTB Acquisition LLC	Pending
QUESO LIVE!	United States	3341577	OTB Acquisition LLC	Registered
BORDER SMART	United States	3362356	OTB Acquisition LLC	Registered
BECAUSE YOU CAN	United States	3375726	OTB Acquisition LLC	Registered
THE BIG BORDURRITO	United States	2820041	OTB Acquisition LLC	Registered
ON THE BORDER	United States	1271174	OTB Acquisition LLC	Registered
 ON THE BORDER MEXICAN GRILL & CANTINA (& design)	United States	2878246	OTB Acquisition LLC	Registered
ENDLESS ENCHILADAS	United States	3578852	OTB Acquisition LLC	Registered
GUACAMOLE LIVE!	United States	2940021	OTB Acquisition LLC	Registered
BORDERITA	United States	1935079	OTB Acquisition LLC	Registered
ON THE BORDER MEXICAN CAFÉ	United States	1954702	OTB Acquisition LLC	Registered
 ON THE BORDER MEXICAN CAFÉ (& design)	United States	1954703	OTB Acquisition LLC	Registered
OTB ORIGINAL	United States	1958891	OTB Acquisition LLC	Registered

Mark	Country	Registration / Application No.	Registered Owner	Status
 FAJITA GRILL (& design)	United States	3181007	OTB Acquisition LLC	Registered
ORIGINAL MELTDOWN	United States	2027131	OTB Acquisition LLC	Registered
OTB MELTDOWN	United States	3381522	OTB Acquisition LLC	Registered
THE ULTIMATE FAJITA	United States	2240856	OTB Acquisition LLC	Registered
BORDER BUDDIES	United States	2240868	OTB Acquisition LLC	Registered
 BORDER BUDDIES (& design)	United States	2240879	OTB Acquisition LLC	Registered
CLUB CANTINA	United States	4417407	OTB Acquisition LLC	Registered
 ON THE BORDER MEXICAN GRILL & CANTINA (& design)	United States	2482291	OTB Acquisition LLC	Registered
ON THE BORDER MEXICAN GRILL & CANTINA	United States	2506151	OTB Acquisition LLC	Registered