

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Portillo's Hot Dogs, LLC, as Grantor		08/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch, as Administrative Agent		
<b>Street Address:</b>	677 Washington Boulevard		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1165025	PORTILLO'S HOT DOGS	
<b>Registration Number:</b>	1265306	PORTILLO'S	
<b>Registration Number:</b>	1979321	PORTILLO'S HOT DOGS BURGERS BEEF	
<b>Registration Number:</b>	1413771	PORTILLO'S HOTDOGS BEEF BURGERS BEER	
<b>Registration Number:</b>	2749443	THE PORTILLO RESTAURANT GROUP	
<b>Registration Number:</b>	2773061	PORTILLO'S HOME KITCHEN	
<b>Registration Number:</b>	1948600	BARNELLI'S	
<b>Registration Number:</b>	2651069	PORTILLO'S FOOD SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>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.</i>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	286114-10		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		

CH \$215.00 1165025

<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	09/08/2014
<b>Total Attachments: 5</b> source=9-8-14 Portillos 2-TM#page1.tif source=9-8-14 Portillos 2-TM#page2.tif source=9-8-14 Portillos 2-TM#page3.tif source=9-8-14 Portillos 2-TM#page4.tif source=9-8-14 Portillos 2-TM#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of August 1, 2014, by Portillo's Hot Dogs, LLC (the "**Grantor**"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "**Administrative Agent**").

**W I T N E S S E T H:**

WHEREAS, the Grantor is a party to a Second Lien Security Agreement dated as of August 1, 2014 (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 Grantor 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 Grantor 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 and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor 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 Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto, all goodwill associated with such Trademarks and all Proceeds of the foregoing.


SECTION 3. The 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 Grantor 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 of which are incorporated herein by reference. 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 termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on 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.

[Signature pages follow]

PORTILLO'S HOT DOGS, LLC

By: 

Name: Karen L. Peterson

Title: Vice President, Chief Financial  
Officer and Treasurer

*[Second Lien Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005358 FRAME: 0260**

UBS AG, STAMFORD BRANCH,  
as Administrative Agent

By: Lana Gikas  
Name: Lana Gikas  
Title: Director






By: Jennifer Anderson  
Name: Jennifer Anderson  
Title: Associate Director

*[Second Lien Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005358 FRAME: 0261**

**Schedule I  
Trademark Registrations and Use Applications**

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Portillo's Hot Dogs, LLC	1165025	PORTILLO'S HOT DOGS and dog design 
Portillo's Hot Dogs, LLC	1265306	PORTILLO'S
Portillo's Hot Dogs, LLC	1979321	PORTILLO'S HOT DOGS BURGERS BEEF  <u>and design</u>
Portillo's Hot Dogs, LLC	1413771	PORTILLO'S HOTDOGS BEEF BURGERS BEER <u>and design</u> 
Portillo's Hot Dogs, LLC	2749443	THE PORTILLO RESTAURANT GROUP and  design
Portillo's Hot Dogs, LLC	2773061	PORTILLO'S HOME KITCHEN and design 
Portillo's Hot Dogs, LLC	1948600	BARNELLI'S

OWNER	REGISTRATION NUMBER	TRADEMARK
Portillo's Hot Dogs, LLC	2651069	PORTILLO'S FOOD SERVICE and design 