

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
El Pollo Loco, Inc.		12/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street, Bank of America Plaza		
Internal Address:	TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3874391	BUFFALOCO	
Registration Number:	2639261	CLASSIC CHICKEN BURRITO	
Registration Number:	1237518	EL POLLO LOCO	
Registration Number:	2934591	EL POLLO LOCO	
Registration Number:	3262641	EL POLLO LOCO	
Registration Number:	3162229	EL POLLO LOCO	
Registration Number:	3262640	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3331273	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3345387	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3320540	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3288881	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	
Registration Number:	3455685	EPL-TO-GO	
Registration Number:	3466631	IT'S MEXCELLENT!	
Registration Number:	2132185	POLLO BOWL	
Registration Number:	3723911	POLLO TO THE PEOPLE	
Registration Number:	3046949	TASTE THE FIRE	
Registration Number:	1237519	THE CRAZY CHICKEN	
Registration Number:	1498099	THE ORIGINAL MEXICAN CHAR-BROILED CHICKE	
Registration Number:	4343728	CRAZY YOU CAN TASTE	
TRADEMARK			

OP \$515.00 3874391

Property Type	Number	Word Mark
Registration Number:	4437151	LOCOS POR EL SABOR
CORRESPONDENCE DATA		
Fax Number:	9192868199	
	<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>	
Phone:	919 286-8000	
Email:	PTO_TMconfirmation@mvalaw.com	
Correspondent Name:	MOORE & VAN ALLEN PLLC	
Address Line 1:	3015 CARRINGTON MILL BOULEVARD	
Address Line 2:	SUITE 400	
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560	
ATTORNEY DOCKET NUMBER:	327000.011955	
NAME OF SUBMITTER:	John E. Slaughter, III	
SIGNATURE:	/jes/	
DATE SIGNED:	12/16/2014	
Total Attachments: 5		
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Trademark Security Agreement") is made and entered into as of December 11, 2014, by and between EL POLLO LOCO, INC., a Delaware corporation located at 3535 Harbor Boulevard, Suite 100, Costa Mesa, CA 92626 ("Obligor"), in favor of BANK OF AMERICA, N.A., a national banking association located at Bank of America Plaza, 901 Main Street, Mail Code TX1-492-14-06, Dallas, TX 75202 ("Bank of America"), in its capacity as administrative agent ("Administrative Agent") for the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 11, 2014 (as amended and/or restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Obligor, El Pollo Loco Holdings, Inc. ("Holdings"), and the other Guarantors identified therein, the Lenders identified therein, the Administrative Agent, the Lenders have agreed to make Loans and issue Letters of Credit upon the terms and subject to the terms set forth therein;

WHEREAS, pursuant to the Security and Pledge Agreement, dated as of December 11, 2014, by and among the Obligor, Holdings, and other parties identified as Obligors therein, and Bank of America, as Administrative Agent (the "Security and Pledge Agreement"), to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory payment or otherwise, of the Secured Obligations, each Obligor granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in, and right of set-off against, any and all right, title and interest in and to (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, (b) all renewals thereof, and (c) all Accessions and all Proceeds of any and all of the foregoing, whether now owned or existing, or owned, acquired or arising hereafter (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 4(b) of the Security and Pledge Agreement, Obligor agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement for purposes of filing the same with the United States Patent and Trademark Office (the "PTO");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Security and Pledge Agreement, which are incorporated by reference as if fully set forth herein, the parties agree as follows:

1. Capitalized terms used in this Trademark Security Agreement (including the preamble and the recitals hereto), and not defined in this Trademark Security Agreement, shall have the meanings assigned to such terms in the Security and Pledge Agreement.

2. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Obligor hereby grants to the Administrative Agent, for the Secured Parties, concurrently with the grant of the continuing security interest under the Security and Pledge Agreement, a continuing security interest in, and right to set-off against, Obligor's right, title and interest in, to and under the Trademark Collateral, including but not limited to the U.S. issued trademarks and trademark applications on Schedule 1 annexed hereto, provided that, the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 U.S.C.

1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest would not cause such application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from this Trademark Security Agreement. The Obligor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the grant of the continuing security interest in the Trademark Collateral is not to be construed as an assignment of any Trademark Collateral.

3. The parties intend that this Trademark Security Agreement is for recordation purposes. The terms of this Trademark Security Agreement shall not modify the applicable terms and conditions of the Credit Agreement or the Security and Pledge Agreement, which govern the Administrative Agent's interest in the Trademark Collateral and which shall control in the event of any irreconcilable conflict. Obligor hereby acknowledges the sufficiency and completeness of this Trademark Security Agreement to create a security interest in the Trademark Collateral in favor of the Administrative Agent for the benefit of the Secured Parties, and Obligor hereby requests the United States Patent and Trademark Office to record this Trademark Security Agreement, including the annexed Schedule 1.

4. Obligor and Administrative Agent hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Credit Agreement and the Security and Pledge Agreement and shall terminate automatically upon the termination of the Credit Agreement and the Security and Pledge Agreement.

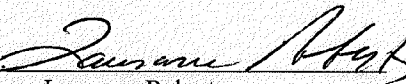
5. **THE TERMS OF SECTIONS 11.14 AND 11.15 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

6. This Trademark Security Agreement may be executed in any number of counterparts by the parties hereto, each of which when so executed and delivered shall be deemed to be an original but all of which shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

EL POLLO LOCO, INC.,
a Delaware corporation


By: 
Name: Laurance Roberts
Title: Chief Financial Officer

GRANT OF SECURITY INTEREST IN TRADEMARKS
EL POLLO LOCO, INC.

TRADEMARK
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Accepted and agreed to as of the date first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Erik M. Truette
Title: Assistant Vice President

GRANT OF SECURITY INTEREST IN TRADEMARKS
EL POLLO LOCO, INC.

TRADEMARK
REEL: 005419 FRAME: 0969

Schedule 1

**El Pollo Loco, Inc.
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
BUFFALOCO	3874391	11/09/10
CLASSIC CHICKEN BURRITO	2639261	10/22/02
EL POLLO LOCO	1237518	05/10/83
EL POLLO LOCO and Design	2934591	03/22/05
EL POLLO LOCO and Design	3262641	07/10/07
EL POLLO LOCO	3162229	10/24/06
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN	3262640	07/10/07
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN and Design	3331273	11/06/07
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN and Design	3345387	11/27/07
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN and Design	3320540	10/23/07
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN	3288881	09/04/07
EPL-TO-GO	3455685	06/24/08
IT'S MEXCELLENT!	3466631	07/15/08
POLLO BOWL	2132185	01/27/98
POLLO TO THE PEOPLE	3723911	12/08/09
TASTE THE FIRE	3046949	01/17/06
THE CRAZY CHICKEN	1237519	05/10/83
THE ORIGINAL MEXICAN CHAR-BROILED CHICKEN	1498099	07/26/88
CRAZY YOU CAN TASTE	4343728	05/28/13
LOCOS POR EL SABOR	4437151	11/19/13

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