OP \$615.00 4517609

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM353849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Successor Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 24

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

900336617 REEL: 005615 FRAME: 0754

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 N. Wabash
Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	09/03/2015

Total Attachments: 14

source=OTB Acquisition LLC - IP assignment (EXECUTED)#page1.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page2.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page3.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page4.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page5.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page6.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page7.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page8.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page10.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page11.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page12.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page13.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page13.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page13.tif source=OTB Acquisition LLC - IP assignment (EXECUTED)#page13.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Assignment"), dated as of August 21, 2015, is by GENERAL ELECTRIC CAPITAL CORPORATION (individually, "GECC"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "Retiring Agent") and ANTARES CAPITAL LP, a Delaware limited partnership (individually, "Antares"), acting in its capacity as the successor administrative agent (in such capacity, the "Successor Agent").

RECITALS:

WHEREAS, OTB Acquisition LLC, as "Grantor", and Retiring Agent are parties to that certain intellectual property security agreement identified in <u>Exhibit A</u> attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**") covering certain intellectual property set forth on <u>Exhibit B</u> attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION

By:

Name: // STEVEN FLOVEND
Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By:

Name: Day Blacker Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement against OTB Acquisition LLC recorded with the United States Patent and Trademark Office on May 30, 2014 at Reel 5291, Frame 0563

CH\2117198.1

EXHIBIT B

See attached

CH\2117198.1



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 2, 2014

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS 330 NORTH WABASH AVENUE SUITE 2800 CHICAGO, IL 60611

900290673

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/30/2014 REEL/FRAME: 5291/0563 NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:

OTB ACQUISITION LLC DOC DATE: 05/30/2014 CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

GENERAL ELECTRIC CAPITAL CITIZENSHIP: DELAWARE CORPORATION, AS AGENT ENTITY: CORPORATION

201 MERRITT 7

NORWALK, CONNECTICUT 06851

SERIAL NUMBER: 73402761 FILING DATE: 11/15/1982

REGISTRATION NUMBER: 1271174 REGISTRATION DATE: 03/20/1984

MARK: ON THE BORDER

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74564069 FILING DATE: 08/22/1994

REGISTRATION NUMBER: 1935079 REGISTRATION DATE: 11/14/1995

MARK: BORDERITA

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 74628278 FILING DATE: 02/01/1995
REGISTRATION NUMBER: 1954702 REGISTRATION DATE: 02/06/1996
MARK: ON THE BORDER MEXICAN CAFE

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

REGISTRATION NUMBER: 1954703 FILING DATE: 02/01/1995
REGISTRATION NUMBER: 1954703 REGISTRATION DATE: 02/06
MARK: ON THE BORDER MEXICAN CAFE
DRAWING TYPE: AN ILLUGRATURE REGISTRATION DATE: 02/06/1996

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)

/NUMBER(S)

FILING DATE: 04/14/1995

SERIAL NUMBER: 74660755
REGISTRATION NUMBER: 1958891 REGISTRATION DATE: 02/27/1996

MARK: OTB ORIGINAL

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75054890 FILING DATE: 02/08/1996 REGISTRATION NUMBER: 2027131 REGISTRATION DATE: 12/31/1996

MARK: ORIGINAL MELTDOWN

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75500605 FILING DATE: 06/11/1998
REGISTRATION NUMBER: 2240856 REGISTRATION DATE: 04/20/1999

MARK: THE ULTIMATE FAJITA

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75514433 FILING DATE: 07/07/1998
REGISTRATION NUMBER: 2240868 REGISTRATION DATE: 04/20/1999

MARK: BORDER BUDDIES

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 75520218 FILING DATE: 07/16/1998 REGISTRATION NUMBER: 2240879 REGISTRATION DATE: 04/20/1999

MARK: BORDER BUDDIES

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)

/NUMBER(S)

SERIAL NUMBER: 76108094 FILING DATE: 08/08/2000 REGISTRATION NUMBER: 2506151 REGISTRATION DATE: 11/13 REGISTRATION DATE: 11/13/2001

MARK: ON THE BORDER MEXICAN GRILL & CANTINA

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 76112165 FILING DATE: 08/18/2000 REGISTRATION NUMBER: 2482291 REGISTRATION DATE: 08/28/2001

MARK: ON THE BORDER MEXICAN GRILL & CANTINA

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)

/NUMBER(S)

SERIAL NUMBER: 76314282
REGISTRATION NUMBER: 2878246
MARK: ON THE ROPPER VIII FILING DATE: 09/19/2001

REGISTRATION DATE: 08/31/2004

MARK: ON THE BORDER MEXICAN GRILL & CANTINA

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)

/NUMBER(S)

SERIAL NUMBER: 77194059 REGISTRATION NUMBER: 3375726 FILING DATE: 05/31/2007

REGISTRATION DATE: 01/29/2008

MARK: BECAUSE YOU CAN

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77215970 FILING DATE: 06/26/2007 REGISTRATION NUMBER: 3381522 REGISTRATION DATE: 02/12/2008

MARK: OTB MELTDOWN

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 77372155 FILING DATE: 01/15/2008
REGISTRATION NUMBER: 3578852 REGISTRATION DATE: 02/24/2009

MARK: ENDLESS ENCHILADAS

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78247715 FILING DATE: 05/09/2003

REGISTRATION NUMBER: 2820041 FILING DATE: 05/09/2003 REGISTRATION DATE: 03/02/2004

MARK: THE BIG BORDURRITO

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 78386304 REGISTRATION NUMBER: 2940021 FILING DATE: 03/17/2004

REGISTRATION DATE: 04/12/2005

MARK: GUACAMOLE LIVE!

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78793848 FILING DATE: 01/18/2006 REGISTRATION NUMBER: 3341577 REGISTRATION DATE: 11/20/2007

MARK: QUESO LIVE!

DRAWING TYPE: STANDARD CHARACTER MARK

REGISTRATION NUMBER: 3362356
MARK: BORDER SMART REGISTRATION DATE: 01/01/2008

MARK: BORDER SMART

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 78841586 FILING DATE: 03/20/2006 REGISTRATION NUMBER: 3181007 REGISTRATION DATE: 12/05/2006

MARK: FAJITA GRILL

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)

/NUMBER(S)

SERIAL NUMBER: 85811095 FILING DATE: 12/27/2012

REGISTRATION NUMBER: 4417407 REGISTRATION DATE: 10/15/2013

MARK: CLUB CANTINA

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86040536 FILING DATE: 08/16/2013

SERIAL NUMBER: 86040536 FILING DATE: 08/16/2013 REGISTRATION NUMBER: 4517609 REGISTRATION DATE: 04/22/2014

MARK: ENDLESS TACOS

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86055411 FILING DATE: 09/04/2013

REGISTRATION NUMBER: REGISTRATION DATE:

MARK: TACO FIX TUESDAYS

DRAWING TYPE: STANDARD CHARACTER MARK

SERIAL NUMBER: 86216475 FILING DATE: 03/10/2014

REGISTRATION NUMBER: REGISTRATION DATE:

MARK: NOBODY DOES ENDLESS LIKE ON THE BORDER

DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH PUBLIC RECORDS DIVISION

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		

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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 <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 1.2 <u>Grant of Security Interest in Trademark Collateral</u>. 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 "<u>Trademark Collateral</u>"):
- (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 <u>Schedule 1</u> hereto;
 - (b) all renewals and extensions of the foregoing;

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- (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 <u>Guaranty and Security Agreement</u>. 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 <u>Grantor Remains Liable</u>. 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 <u>Counterparts</u>. 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 <u>Governing Law</u>. 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]

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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

Ву:

Name

Title:

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Name: Name:

[Signature Page to Trademark Security Agreement]

Schedule I

Schedule to Trademark Security Agreement

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

		Registration / Application	Registered	
Mark	Country	No.	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	Registered
BORDERITA	United States	1935079	OTB Acquisition LLC	Registered
ON THE BORDER MEXICAN CAFÉ	United States	1954702	OTB Acquisition LLC	Registered
ON THE BORDER	United States	1954703	OTB Acquisition LLC	Registered
ON THE BORDER MEXICAN CAFÉ				
(& design) OTB ORIGINAL	United States	1958891	OTB Acquisition LLC	Registered

Mark	Country	Registration / Application No.	Registered Owner	Stafus
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
RORDER X	United States	2240879	OTB Acquisition LLC	Registered
BORDER BUDDIES (& design) CLUB CANTINA	United States	4417407	OTB Acquisition	Registered
			LLC	
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	Registered

RECORDED: 09/03/2015