

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM364082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taco Bueno Restaurants, Inc.		12/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	MC: TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1502383	MEXIDIPS & CHIPS	
Registration Number:	1579300	PARTY TACO	
Registration Number:	1621466	BUENO CHILADA	
Registration Number:	1654439	PARTY BURRITO	
Registration Number:	1699290	MUCHACO	
Registration Number:	3078028	MUCHO NACHOS	
Registration Number:	3791742	BUENO CHILLERS	
Registration Number:	3984831	TOSTELLA	
Registration Number:	4259915	BUENO CHOICE	
Registration Number:	3966373	MUCHO CHALUPA	
Registration Number:	1197032	TACO BUENO	
Registration Number:	1204103		
Registration Number:	2648561	BUENO SIZE	
Registration Number:	2927714	IT'S MORE BUENO	
Registration Number:	3069247	NACHO-SIZE	
Registration Number:	3112251	BUENO	
Registration Number:	4063417	BUENOHEAD	
Registration Number:	4095712	MORE REAL. MORE FRESH. MORE BUENO.	

OP \$540.00 1502383

Property Type	Number	Word Mark
Registration Number:	4334686	GUAC THE VOTE
Registration Number:	4504792	TAGO BUENO
Registration Number:	4590243	YOU DESERVE BUENO

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 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:	327000.027373
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	12/01/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A., as administrative agent and as collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Tomatillo Merger Sub, Inc., a Delaware corporation (which on the Closing Date shall be merged with and into TB Corp., a Delaware corporation, with TB Corp. surviving such merger as the borrower) (the "Borrower"), TB Holdings II Merger Sub, Inc., a Delaware corporation (which on the Closing Date shall be merged with and into TB Holdings II, Inc., a Delaware corporation, with TB Holdings II, Inc. surviving such merger as the holding company guarantor) ("Holdings"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer, 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;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 1, 2015 in favor of Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 Administrative 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 Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 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.

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[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.

Very truly yours,

TACO BUENO RESTAURANTS, INC.

as Grantor

By: 

Name: Philip Parsons

Title: Secretary and Chief Financial Officer

[Trademark Security Agreement—Taco Bueno Restaurants, Inc.]

TRADEMARK
REEL: 005678 FRAME: 0806

ACCEPTED AND AGREED
as of the date first above written:

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

By: 

Name: Henry Pennell

Title: Vice President

SCHEDULE I
TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations


TRADEMARKS & SERVICE MARKS



United States Registered and Unregistered Trademarks

Trademark	Serial Number	Application Date	Registration Number	Registration Date	International Class - Goods
MEXIDIPS & CHIPS	73691362	1987-10-23	1502383 Principal Register	1988-08-30	30 - COMBINATION FOOD SNACK CONSISTING OF TORTILLA CHIPS SERVED WITH A VARIETY OF SAUCES AND DIPS FOR CONSUMPTION ON OR OFF THE PREMISES.
PARTY TACO	73804726	1989-06-05	1579300 Principal Register	1990-01-23	30 - MEXICAN FOOD ITEM, NAMELY A TACO FOR CONSUMPTION ON AND OFF THE PREMISES
BUENO CHILADA	73808225	1989-06-21	1621466 Principal Register	1990-11-06	30 - MEXICAN-STYLE FOOD, NAMELY A TORTILLA FILLED WITH COMESTIBLES FOR CONSUMPTION ON AND OFF THE PREMISES
PARTY BURRITO	74027565	1990-02-09	1654439 Principal Register	1991-08-20	30 - MEXICAN FOOD ITEM, NAMELY, A BURRITO FOR CONSUMPTION ON AND OFF THE PREMISES
MUCHACO	74195110	1991-08-15	1699290 Principal Register	1992-07-07	30 - MEXICAN-STYLE FOOD, NAMELY, A FRIED BREAD FILLED WITH COMESTIBLES FOR CONSUMPTION ON AND OFF THE PREMISES
MUCHO NACHOS	76213022	2001-02-20	3078028 Principal Register	2006-04-11	30 - MEXICAN FOOD ITEM, NAMELY, NACHOS FOR CONSUMPTION ON AND OFF THE PREMISES
BUENO CHILLERS	76212812	2001-02-20	3791742 Principal Register	2010-05-25	32 - FROZEN BEVERAGES, NAMELY, NON- ALCOHOLIC FRUIT FLAVORED DRINKS SOLD ONLY THROUGH APPLICANTS AUTHORIZED RESTAURANTS

Trademark	Serial Number	Application Date	Registration Number	Registration Date	International Class - Goods
TOSTELLA	85158028	2010-10-21	3984831 Principal Register	2011-06-28	30 - MEXICAN FOOD ITEM, NAMELY, A TOSTADA PREPARED WITH BEANS, VEGETABLES, CHEESE OR OTHER COMESTIBLES
BUENO CHOICE	85131083	2010-09-16	4259915 Principal Register	2012-12-18	29 - MEXICAN FOOD ITEMS, NAMELY, SOUPS FILLED OR OTHERWISE PREPARED WITH MEAT, BEANS OR OTHER COMESTIBLES, SOLD ONLY THROUGH APPLICANTS' BRANDED RESTAURANTS 30 - MEXICAN FOOD ITEMS, NAMELY CRISPY TACOS, SOFT TACOS, BURRITOS, AND TOSTADAS, ALL FILLED OR OTHERWISE PREPARED WITH MEAT, BEANS OR OTHER COMESTIBLES, SOLD ONLY THROUGH APPLICANTS' BRANDED RESTAURANTS
MUCHO CHALUPA	85166215	2010-11-01	3966373 Principal Register	2011-05-24	30 - MEXICAN FOOD ITEM, NAMELY, A CHALUPA PREPARED WITH MEAT, BEANS, VEGETABLES, CHEESE OR OTHER COMESTIBLES

United States Registered and Unregistered Service Marks

Trademark	Serial Number	Application Date	Registration Number	Registration Date	International Class - Services
TACO BUENO	73270219	1980-07-14	1197032 Principal Register	1982-06-01	42 - RESTAURANT SERVICES
	73307056	1981-04-23	1204103 Principal Register	1982-08-03	42 - RESTAURANT SERVICES

Trademark	Serial Number	Application Date	Registration Number	Registration Date	International Class - Services
BUENO SIZE	76235813	2001-04-05	2648561 Principal Register	2002-11-12	42 - RESTAURANT SERVICES
IT'S MORE BUENO	78196808	2002-12-20	2927714 Principal Register	2005-02-22	43 - RESTAURANT SERVICES
NACHO-SIZE	78406448	2004-04-22	3069247 Principal Register	2006-03-14	43 - RESTAURANT SERVICES
	75456422	1998-03-25	3112251 Principal Register	2006-07-04	42 - RESTAURANT SERVICES
BUENOHEAD	85319950	2011-05-13	4063417 Principal Register	2011-11-29	41 - FAN CLUBS
MORE REAL. MORE FRESH. MORE BUENO.	85304409	2011-04-26	4095712 Principal Register	2012-02-07	43 - RESTAURANT SERVICES
GUAC THE VOTE	85734651	2012-09-21	4334686 Principal Register	2013-05-14	43 - RESTAURANT SERVICES
	86019918	2013-07-25	4504792	2014-04-01	43 - PROVIDING OF FOOD AND DRINK VIA A MOBILE TRUCK.
YOU DESERVE BUENO	86065268	2013-09-16	4590243 Principal Register	2014-08-19	43 - RESTAURANT SERVICES