

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIREBIRD RESTAURANT GROUP, LLC		10/18/2016	Limited Liability Company: TEXAS
FIREBIRD IP, LLC		10/18/2016	Corporation: TEXAS
FIREBIRD RESTAURANT MANAGEMENT, LLC		10/18/2016	Limited Liability Company: TEXAS
FIREBIRD RESTAURANT OPERATIONS, LLC		10/18/2016	Limited Liability Company: TEXAS
EL FENIX (OKLAHOMA), LLC		10/18/2016	Limited Liability Company: TEXAS
EL FENIX CORPORATION		10/18/2016	Corporation: TEXAS
MESO MAYA, LLC		10/18/2016	Limited Liability Company: TEXAS
SNUFFER'S RESTAURANTS, LLC		10/18/2016	Limited Liability Company: TEXAS
TORTACO, LLC		10/18/2016	Limited Liability Company: TEXAS
TAQUERIA LA VENTANA, LLC		10/18/2016	Limited Liability Company: TEXAS
MESO MAYA II, LLC		10/18/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	COMPASS BANK		
Street Address:	8080 N. Central Expressway		
Internal Address:	Suite 250		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1644070	SNUFFER'S	
Registration Number:	4579081	EL FENIX SINCE 1918	

OP \$390.00 1644070

Property Type	Number	Word Mark
Serial Number:	86110643	EL FENIX RESTAURANTS
Serial Number:	86110694	EL FENIX MEXICAN RESTAURANT FAMOUS SINCE
Serial Number:	86110740	FIREBIRD RESTAURANT GROUP
Serial Number:	86110862	TAQUERIA LA VENTANA
Serial Number:	86110887	MESOMAYA
Serial Number:	86110908	MESOMAYA COMIDA Y COPAS
Serial Number:	86110936	MESOMAYA COMIDA Y COPAS
Serial Number:	86111058	MESOMAYA COMIDA Y COPAS
Serial Number:	86111091	MIGUEL'S MESOMAYA COMIDA Y COPAS
Serial Number:	86112005	MARTINEZ FAMILY RECIPE
Serial Number:	86216645	THE ORIGINAL BETTER BURGER
Serial Number:	73364561	EL FENIX
Serial Number:	73369392	

CORRESPONDENCE DATA

Fax Number: 4023461148

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: 402-346-6000

Email: bridget.stuhr@kutakrock.com

Correspondent Name: Bridget M Stuhr

Address Line 1: 1650 Farnam Street

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Bridget M Stuhr
SIGNATURE:	/Bridget M Stuhr/
DATE SIGNED:	10/19/2016

Total Attachments: 6

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SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of October 18, 2016 by **FIREBIRD RESTAURANT GROUP, LLC**, a Texas limited liability company, **FIREBIRD IP, LLC**, a Texas limited liability company, **FIREBIRD RESTAURANT MANAGEMENT, LLC**, a Texas limited liability company, **FIREBIRD RESTAURANT OPERATIONS, LLC**, a Texas limited liability company, **EL FENIX (OKLAHOMA), LLC**, a Texas limited liability company, **EL FENIX CORPORATION**, a Texas corporation, **MESO MAYA, LLC**, a Texas limited liability company, **MESO MAYA II, LLC**, a Texas limited liability company, **SNUFFER'S RESTAURANTS, LLC**, a Texas limited liability company, **TORTACO, LLC**, a Texas limited liability company, and **TAQUERIA LA VENTANA, LLC**, a Texas limited liability company (collectively, "*Debtor*") and **COMPASS BANK**, an Alabama banking corporation (the "*Lender*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor and Lender (the "*Credit Agreement*"), Lender has agreed to make certain loans to Debtor (collectively, the "*Loans*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Lender have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Lender hereby agrees as follows:

Section 1. *Security Interest.* Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Lender, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

Section 2. *Grant of License.* Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Lender, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's security interest in the Collateral.

Section 3. *Incorporation by Reference; Filing Purposes Only.* All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

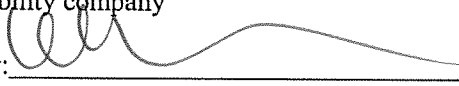
Section 4. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

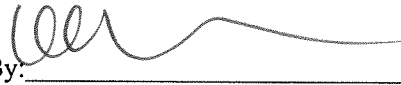
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTOR:

FIREBIRD RESTAURANT GROUP, LLC, a Texas limited liability company,
FIREBIRD IP, LLC, a Texas limited liability company,
FIREBIRD RESTAURANT MANAGEMENT, LLC, a Texas limited liability company,
FIREBIRD RESTAURANT OPERATIONS, LLC, a Texas limited liability company,
MESO MAYA, LLC, a Texas limited liability company,
MESO MAYA II, LLC, a Texas limited liability company,
SNUFFER'S RESTAURANTS, LLC, a Texas limited liability company,
TORTACO, LLC, a Texas limited liability company,
TAQUERIA LA VENTANA, LLC, a Texas limited liability company, and
EL FENIX (OKLAHOMA), LLC, a Texas limited liability company

By: 
Name: Michael David Karns
Title: Manager

EL FENIX CORPORATION, a Texas corporation

By: 
Name: Michael David Karns
Title: Chief Executive Officer

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDER:

COMPASS BANK,
an Alabama banking corporation

By: 

Name: DOUGLAS NOEL

Title: SENIOR VICE PRESIDENT

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Debtor:

I. Federal Registered Marks

Trademark	Trademark Owner Name	Federal Reg. No.	Serial No.
“Snuffer’s”	Firebird IP, LLC	1,644,070	Serial No. 74-084141
El Fenix Since 1918 and Design	Firebird IP, LLC	4,579,081	Serial No. 86-110409
El Fenix Restaurants (Stylized)	Firebird IP, LLC	4,567,174	Serial No. 86-110643
El Fenix Mexican Restaurant Famous Since 1918 and Design	Firebird IP, LLC	4,567,175	Serial No. 86-110694
Firebird Restaurant Group and Design	Firebird IP, LLC		Serial No. 86-110740
Taqueria La Ventana and Design	Firebird IP, LLC	4,563,199	Serial No. 86-110862
Mesomaya	Firebird IP, LLC	4,551,604	Serial No. 86-110887
Mesomaya Comida Y Copas	Firebird IP, LLC	4,563,200	Serial No. 86-110908
Mesomaya Comida Y Copas and Design	Firebird IP, LLC	4,563,201	Serial No. 86-110936
Mesomaya Comida Y Copas and Design	Firebird IP, LLC	4,563,205	Serial No. 86-111058
Miguel’s Mesomaya Comida Y Copas and Design	Firebird IP, LLC	4,655,253	Serial No. 86-111091

Martinez Family Recipe (Stylized)	Firebird IP, LLC	4,567,205	Serial No. 86- 112005
The Original Better Burger	Firebird IP, LLC	4,565,832	Serial No. 86- 216645
El Fenix	El Fenix Corporation	1,238,903	Serial No. 73- 364561
Miscellaneous Design	El Fenix Corporation	1,249,426	Serial No. 73- 369392

II. State Registered Marks

Trademark	Trademark Owner	State Reg. No.
El Fenix	El Fenix Corporation	Oklahoma – 24,934
El Fenix (Stylized)	El Fenix Corporation	Texas – 40,312
Miscellaneous Design	El Fenix Corporation	Texas – 40,313