

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DT PARENTCO LLC		08/24/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, as Administrative Agent		
Street Address:	One Riverway, Suite 2100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4945454	DOS TOROS TAQUERIA	
Registration Number:	4945101		
Registration Number:	3908203	DOS TOROS	
Registration Number:	3899725	DOS TOROS TAQUERIA	
Registration Number:	3899726	DOS TOROS TAQUERIA	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	388942-6		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	10/17/2017		

CH \$140.00 4945454

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2017, is made by DT Parentco, LLC, a Delaware limited liability company (“Grantor”), in favor of Texas Capital Bank, National Association, a national banking association (“Texas Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “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 the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, Dos Toros Holdings, LLC, as Borrower, the other Obligated Parties, the Lenders from time to time party thereto and Texas Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty of even date herewith in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, to secure its obligations under the Guaranty, Grantor has executed a Security Agreement (as the same may be amended, restated, supplemented or modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which Security Agreement Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks 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.


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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

DT PARENTCO LLC
as Grantor

By: 
Name: *Leo Kremer*
Title: *Co-President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006183 FRAME: 0891

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: 
Name: Brian Frank
Title: SVP, Group Head Franchise Finance

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006183 FRAME: 0892

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
DT Parentco, LLC	DOS TOROS TAQUERIA	86709244	7/30/15	4945454	4/26/16
DT Parentco, LLC	Design Only	86705111	7/27/15	4945101	4/26/16
DT Parentco, LLC	DOS TOROS	85118586	8/30/10	3908203	1/18/11
DT Parentco, LLC	DOS TOROS TAQUERIA	85029121	5/3/10	3899725	1/4/11
DT Parentco, LLC	DOS TOROS TAQUERIA	85029129	5/3/10	3899726	1/4/11

2. TRADEMARK APPLICATIONS

None.