

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fiesta Restaurant Group, Inc.		11/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	2200 Ross Avenue		
Internal Address:	8th Floor		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4247044	FIESTA RESTAURANT GROUP	
Registration Number:	4532826	FIESTA RESTAURANT GROUP, INC.	
Registration Number:	4514466		
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	DALLAS, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	13312-638 tmsaFiestaResGp		
NAME OF SUBMITTER:	ANDREA WALKER		
SIGNATURE:	/Andrea Walker/		
DATE SIGNED:	11/30/2017		
Total Attachments: 4			
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November 30, 2017

TRADEMARK SECURITY AGREEMENT

WHEREAS, FIESTA RESTAURANT GROUP, INC., a Delaware corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the IP Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of November 30, 2017 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Fiesta Restaurant Group, Inc. (the "Borrower"), certain subsidiaries of the Borrower, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and IP Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;
- (2) each IP License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each IP License referred to in Schedule 1 annexed hereto; and
- (3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

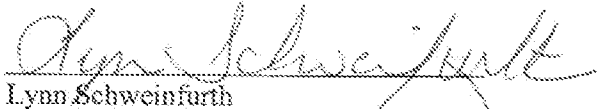
[Signatures On Following Page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

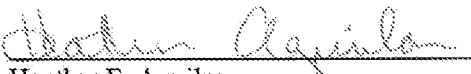
GRANTOR:

FIESTA RESTAURANT GROUP, INC.

By: 
Name: Lynn Schweinfurth
Title: Senior Vice President, Chief Financial
Officer and Treasurer




SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as
administrative agent

By: 
Name: Heather E. Aguilar
Title: Vice President

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

Mark	Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	App. No.	Reg. No.	Class	Goods or Services Covered	Date of Application	Date of Registration	Country of Application
 FIESTA RESTAURANT GROUP, INC. and Design	Fiesta Restaurant Group, Inc.	Owner	85404392	4247044	(Int'l Class: 43)	Restaurant services	08/23/2011	11/20/2012	United States
 FIESTA RESTAURANT GROUP, INC. and Design	Fiesta Restaurant Group, Inc.	Owner	86060601	4532826	(Int'l Class: 43)	Restaurant services	11/10/2013	05/20/2014	United States
 Design Only	Fiesta Restaurant Group, Inc.	Owner	86060378	4514466	(Int'l Class: 43)	Restaurant services	11/10/2013	04/15/2014	United States

TRADEMARK