

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rosa Mexicano Company		03/29/2018	Corporation: DELAWARE
Trispan RS RM LP		03/29/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 East 40th Street		
Internal Address:	42nd Floor - Attn: David Moszer		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4096425	ROSA MEXICANO	
Registration Number:	4096427	ROSA MEXICANO	
Registration Number:	3421805	ROSA MEXICANO	
Registration Number:	3381881	ROSA MEXICANO	
Registration Number:	3397605	ROSA MEXICANO	
Registration Number:	4044012	ROSA MEXICANO RESTAURANTS	
Registration Number:	4538859	ROSA MEXICANO CANTINA	
Serial Number:	87715251	ROSA MEXICANO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126983646		
Email:	alan.wang@dechert.com		
Correspondent Name:	Zhenghui (Alan) Wang, Ph.D.		
Address Line 1:	1095 Avenue of the Americas		
Address Line 2:	Dechert LLP		

CH \$215.00 4096425

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Alan Wang

SIGNATURE: /Alan Wang/

DATE SIGNED: 03/29/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 29, 2018 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Loan Agreement dated as of March 29, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among ROSA MEXICANO COMPANY, a Delaware corporation (upon and after the consummation of the Closing Date Acquisition and the Borrower Assumption, the “Borrower”), TRISPAN RS RM LP, a Delaware limited partnership (“Holdings” and the initial “Borrower” prior to the Closing Date Acquisition) and the other Guarantors referred to therein, the Lenders referred to therein, Prospect as administrative agent for the Lenders, and the Collateral Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Loan Agreement, all of the Grantors are party to a Guaranty and Security Agreement dated as of March 29, 2018 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, 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 the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

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 Secured Obligations of such Grantor, hereby mortgages, pledges, collaterally assigns, transfers and grants to the Collateral 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 Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Guaranty and Security Agreement. Subject to the terms and conditions of the Guaranty and Security Agreement, each Grantor may, in the ordinary course of its business, grant non-exclusive licenses to third parties to use Trademark Collateral owned or developed by such Grantor, in a manner that does not materially diminish the value of such Trademark Collateral. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests 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 that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 the 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.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY

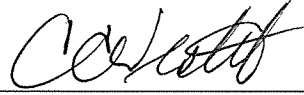
OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE GUARANTY AND SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN. Section 8. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8, 8.9 and 8.14 of the Guaranty and Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”; and “Releases of Guaranty and Liens”, respectively) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement mutatis mutandis as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ROSA MEXICANO BRANDS, INC., as Grantor

By 

Name: Christopher Westcott

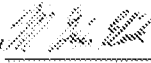
Title: President

Trademark Security Agreement

TRADEMARK
REEL: 006303 FRAME: 0772

COLLATERAL AGENT:

**PROSPECT CAPITAL CORPORATION, as
Collateral Agent**

By 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

Trademark Security Agreement

**TRADEMARK
REEL: 006303 FRAME: 0773**

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Loan Party	Country	Mark	Application/ Registration No.	Filing Date	Registrati on Date
ROSA MEXICANO BRANDS, INC. (Currently registered in the name of Rosa Mexicano Kitchen, LLC, will be transferred to Rosa Mexicano Brands, Inc. on or prior to Closing Date)	United States	ROSA MEXICANO	4,096,425	June 6, 2007	February 7, 2012
ROSA MEXICANO BRANDS, INC. (Currently registered in the name of Rosa Mexicano Kitchen, LLC, will be transferred to Rosa Mexicano Brands, Inc. on or prior to Closing Date)	United States	<i>Rosa Mexicano</i>	4,096,427	June 6, 2007	February 7, 2012

Loan Party	Country	Mark	Application/ Registration No.	Filing Date	Registrati on Date
ROSA MEXICANO BRANDS, INC. (Currently registered in the name of Rosa Mexicano Kitchen, LLC, will be transferred to Rosa Mexicano Brands, Inc. on or prior to Closing Date)	United States		3,421,805	June 25, 2007	May 6, 2008
ROSA MEXICANO BRANDS, INC.	United States	ROSA MEXICANO	3,381,881	April 21, 2006	February 12, 2008
ROSA MEXICANO BRANDS, INC.	United States		3,397,605	June 7, 2007	March 18, 2008
ROSA MEXICANO BRANDS, INC.	United States		4,044,012	Septembe r 2, 2010	October 25, 2011
ROSA MEXICANO BRANDS, INC.	United States		4,538,859	Novembe r 12, 2012	May 27, 2014

2. TRADEMARK APPLICATIONS

Loan Party	Country	Mark	Application/Registration No.	Filing Date
Rosa Mexicano Brands, Inc.	United States	ROSA MEXICANO	87715251	December 11, 2017

3. TRADEMARK LICENSES

None.