

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482233

|                                   |  |  |                       |
|-----------------------------------|--|--|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                 |  |                       |
| <b>NATURE OF CONVEYANCE:</b>      | Grant of Security Interest in Trademarks       |  |                       |
| <b>CONVEYING PARTY DATA</b>       |  |  |                       |
| <b>Name</b>                       | <b>Formerly</b>                                | <b>Execution Date</b>                    | <b>Entity Type</b>    |
| El Pollo Loco, Inc.               |  | 07/13/2018                               | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |  |                       |
| <b>Name:</b>                      | BANK OF AMERICA, N.A., as Administrative Agent |  |                       |
| <b>Street Address:</b>            | 101 North Tryon Street                         |  |                       |
| <b>Internal Address:</b>          | 5th Floor, NC1-001-05-45                       |  |                       |
| <b>City:</b>                      | Charlotte                                      |  |                       |
| <b>State/Country:</b>             | NORTH CAROLINA                                 |  |                       |
| <b>Postal Code:</b>               | 28255  |  |                       |
| <b>Entity Type:</b>               | National Banking Association: UNITED STATES    |  |                       |
| <b>PROPERTY NUMBERS Total: 25</b> |  |  |                       |
| <b>Property Type</b>              | <b>Number</b>                                  | <b>Word Mark</b>                         |                       |
| <b>Registration Number:</b>       | 5341944  | POLLO LOCO                               |                       |
| <b>Registration Number:</b>       | 5339353  | POLLO ZONE                               |                       |
| <b>Registration Number:</b>       | 5267575  | EL POLLO LOCO                            |                       |
| <b>Registration Number:</b>       | 5007578  | YOU CAN'T RUSH FIRE-GRILLED PERFECTION   |                       |
| <b>Registration Number:</b>       | 4437151  | LOCOS POR EL SABOR                       |                       |
| <b>Registration Number:</b>       | 4343728  | CRAZY YOU CAN TASTE                      |                       |
| <b>Registration Number:</b>       | 3345387  | EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC |                       |
| <b>Registration Number:</b>       | 3331273  | EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC |                       |
| <b>Registration Number:</b>       | 3320540  | EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC |                       |
| <b>Registration Number:</b>       | 3288881  | EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC |                       |
| <b>Registration Number:</b>       | 3262641  | EL POLLO LOCO                            |                       |
| <b>Registration Number:</b>       | 3262640  | EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC |                       |
| <b>Registration Number:</b>       | 3162229  | EL POLLO LOCO                            |                       |
| <b>Registration Number:</b>       | 2639261  | CLASSIC CHICKEN BURRITO                  |                       |
| <b>Registration Number:</b>       | 2132185  | POLLO BOWL                               |                       |
| <b>Registration Number:</b>       | 1498099  | THE ORIGINAL MEXICAN CHAR-BROILED CHICKE |                       |
| <b>Registration Number:</b>       | 1237519  | THE CRAZY CHICKEN                        |                       |
| <b>Registration Number:</b>       | 1237518  | EL POLLO LOCO                            |                       |

OP \$640.00 5341944

| Property Type  | Number   | Word Mark                          |
|----------------|----------|------------------------------------|
| Serial Number: | 87910615 | WIKIPOLLO                          |
| Serial Number: | 87728767 | EL POLLO LOCO                      |
| Serial Number: | 87728759 | EL POLLO LOCO                      |
| Serial Number: | 87728715 |                                    |
| Serial Number: | 87728708 |                                    |
| Serial Number: | 87728699 | EL POLLO LOCO FRESH FROM THE GRILL |
| Serial Number: | 87421132 | LOCO REWARDS                       |

**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, vishvamiyani@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

|                                |                  |
|--------------------------------|------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 327000.011955    |
| <b>NAME OF SUBMITTER:</b>      | John Slaughter   |
| <b>SIGNATURE:</b>              | /john slaughter/ |
| <b>DATE SIGNED:</b>            | 07/17/2018       |

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement") is entered into as of July 13, 2018, by and between EL POLLO LOCO, INC., a Delaware corporation located at 3535 Harbor Blvd., Suite 100, Costa Mesa, CA 92626 ("Obligor"), in favor of BANK OF AMERICA, N.A., a national banking association located at 101 N. Tryon Street, 5<sup>th</sup> Floor, NC1-001-05-45, Charlotte, NC 28255 ("Bank of America"), in its capacity as administrative agent (in such capacity, "Administrative Agent") for the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 13, 2018 (as amended, modified, supplemented, increased, extended, restated, renewed, refinanced or replaced from time to time, the "Credit Agreement"), among El Pollo Loco, Inc. (the "Borrower"), El Pollo Loco Holdings, Inc. ("Holdings"), and the other Guarantors party thereto, the Lenders from time to time party thereto, and Bank of America, in its capacity as Administrative Agent, Swingline Lender and L/C Issuer, the Lenders have agreed to make Loans and the L/C Issuer has agreed to issue Letters of Credit, in each case upon the terms and conditions set forth therein;

WHEREAS, pursuant to the Security and Pledge Agreement, dated as of July 13, 2018, by and among the Borrower, Holdings, and the other parties identified as "Obligors" therein, and Bank of America, in its capacity as Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security and Pledge Agreement"), to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each "Obligor" granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in, and right of set-off against, any and all right, title and interest of such "Obligor" in and to (a) all trademarks, trade names, trade styles, service marks, logos and other source or business identifiers, and the goodwill of the business connected with the use thereof or symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any of the foregoing, (b) all renewals thereof, and (c) all Accessions and all Proceeds of any and all of the foregoing, whether now owned or existing, or owned, acquired or arising hereafter (excluding any Excluded Property) (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 4(b) of the Security and Pledge Agreement, Obligor agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement for purposes of filing the same with the United States Patent and Trademark Office (the "PTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Security and Pledge Agreement, which are incorporated by reference as if fully set forth herein, the parties hereto agree as follows:

1. Capitalized terms used in this Trademark Security Agreement (including the preamble and the recitals hereto), and not defined in this Trademark Security Agreement, shall have the meanings assigned to such terms in the Security and Pledge Agreement.
2. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Obligor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, concurrently with the grant of the continuing security interest under the Security and Pledge Agreement, a continuing security interest in, and right to set-off against, any and all right, title and interest of Obligor in and to the Trademark

Collateral, including but not limited to the U.S. registered trademarks and trademark applications on Schedule 1 annexed hereto, provided, that, notwithstanding anything to the contrary herein, the security interests granted under this Trademark Security Agreement and the term "Trademark Collateral" shall not extend to any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark, unless and until a "Statement of Use" or an "Amendment to Allege Use" has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, and for so long as, the granting or creation by Obligor of a security interest therein prior to such filing and acceptance would result in the unenforceability or invalidation of such trademark application or the resulting registration. Obligor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the grant of the continuing security interest in the Trademark Collateral is not to be construed as an assignment of any Trademark Collateral.

3. The parties hereto intend that this Trademark Security Agreement is for recordation purposes. The terms of this Trademark Security Agreement shall not modify the applicable terms and conditions of the Credit Agreement or the Security and Pledge Agreement, which govern the Administrative Agent's interest in the Trademark Collateral and which shall control in the event of any irreconcilable conflict. Obligor hereby acknowledges the sufficiency and completeness of this Trademark Security Agreement to create a security interest in the Trademark Collateral in favor of the Administrative Agent for the benefit of the Secured Parties, and Obligor hereby requests the United States Patent and Trademark Office to record this Trademark Security Agreement, including the annexed Schedule 1.

4. Obligor and Administrative Agent hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Credit Agreement and the Security and Pledge Agreement and shall terminate automatically upon the Facility Termination Date.

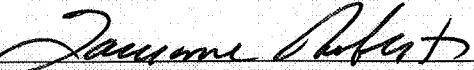
5. **THE TERMS OF SECTIONS 11.14 AND 11.15 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

6. This Trademark Security Agreement may be executed in any number of counterparts by the parties hereto, each of which when so executed and delivered shall be deemed to be an original but all of which shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

EL POLLO LOCO, INC., a Delaware corporation

By: 

Name: Laurance Roberts

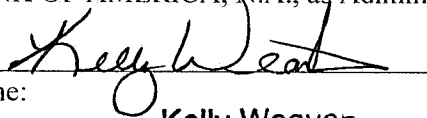
Title: Chief Financial Officer

EL POLLO LOCO, INC.  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006418 FRAME: 0171**

Acknowledged and Accepted:

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

By: 

Name:

Title: **Kelly Weaver**  
**Vice President**

**Schedule 1**

**El Pollo Loco, Inc.  
(Delaware corporation)**

**U.S. Trademarks**

**Trademark Registrations**

| <b>Mark</b>  | <b>Reg. No.</b> | <b>Reg. Date</b> |
|--|-----------------|------------------|
| POLLO LOCO and Design                                  | 5341944         | 11/21/17         |
| POLLO ZONE   | 5339353         | 11/21/17         |
| EL POLLO LOCO and Design                               | 5267575         | 08/15/17         |
| YOU CAN'T RUSH FIRE-GRILLED PERFECTION                 | 5007578         | 07/26/16         |
| LOCOS POR EL SABOR                                     | 4437151         | 11/19/13         |
| CRAZY YOU CAN TASTE                                    | 4343728         | 05/28/13         |
| EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN and Design | 3345387         | 11/27/07         |
| EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN and Design | 3331273         | 11/06/07         |
| EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN and Design | 3320540         | 10/23/07         |
| EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN            | 3288881         | 09/04/07         |
| EL POLLO LOCO and Design                               | 3262641         | 07/10/07         |
| EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN            | 3262640         | 07/10/07         |
| EL POLLO LOCO  | 3162229         | 10/24/06         |
| CLASSIC CHICKEN BURRITO                                | 2639261         | 10/22/02         |
| POLLO BOWL   | 2132185         | 01/27/98         |
| THE ORIGINAL MEXICAN CHAR-BROILED CHICKEN              | 1498099         | 07/26/88         |
| THE CRAZY CHICKEN                                      | 1237519         | 05/10/83         |
| EL POLLO LOCO  | 1237518         | 05/10/83         |

**Trademark Applications**

| <b>Mark</b>                                   | <b>Appl. No.</b> | <b>Filing Date</b> |
|---|------------------|--------------------|
| WIKIPOLLO                                     | 87910615         | 05/07/18           |
| EL POLLO LOCO (Stylized)                      | 87728767         | 12/20/17           |
| EL POLLO LOCO and Design                      | 87728759         | 12/20/17           |
| Design Only                                   | 87728715         | 12/20/17           |
| Design Only                                   | 87728708         | 12/20/17           |
| EL POLLO LOCO FRESH FROM THE GRILL and Design | 87728699         | 12/20/17           |
| LOCO REWARDS                                  | 87421132         | 04/21/17           |