

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RM HQ LLC		10/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FM Restaurants HQ, LLC		
Street Address:	5660 Katella Avenue, Suite 200		
City:	Cypress		
State/Country:	CALIFORNIA		
Postal Code:	90630		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4864216	GUACTOBER	
Registration Number:	4847469	GUACTOBERFEST	
Registration Number:	3166954	REAL MEX RESTAURANTS	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128762837		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP c/o Tara Reedy Sliva		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	15801356.000001		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	11/15/2018		
Total Attachments: 6			
source=6- Trademark Assignment - HQ (Execution)[Seller Signed]#page1.tif			

OP \$90.00 4864216

source=6- Trademark Assignment - HQ (Execution)[Seller Signed]#page2.tif
source=6- Trademark Assignment - HQ (Execution)[Seller Signed]#page3.tif
source=6- Trademark Assignment - HQ (Execution)[Seller Signed]#page4.tif
source=6- Trademark Assignment - HQ (Execution)[Seller Signed]#page5.tif
source=6- Trademark Assignment - HQ (Execution)[Seller Signed]#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 28, 2018 (such date, the “Effective Date”, and such agreement, this “Trademark Assignment”), is entered into by RM HQ LLC, a Delaware limited liability company (the “Assignor”), and FM Restaurants HQ, LLC, a Delaware Limited Liability Company (the “Assignee”). The Assignor and the Assignee are sometimes herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, the Assignor, each other Seller and Purchaser entered into that certain Asset Purchase Agreement dated as of August 5, 2018 (the “Asset Purchase Agreement”);

WHEREAS, Purchaser entered into that certain Assignment of Rights and Obligations Agreement, dated as of the date hereof (the “Assignment Agreement”), among Purchaser, Assignee, FM Restaurants Chevys OpCo, LLC (“FM Chevys”), FM Restaurants Acapulco OpCo, LLC (“FM Acapulco”), FM Restaurants El Torito OpCo, LLC (“FM El Torito”), FM Restaurants Signature OpCo, LLC (“FM Signature”), FM Restaurants Las Brisas OpCo, LLC (“FM Las Brisas”), FM Restaurants HoldCo, LLC (together with Assignee, FM Chevys, FM Acapulco, FM El Torito, FM Signature, FM Las Brisas and FM HoldCo, the “Purchaser’s Assignees”), pursuant to which Purchaser assigned to the Purchaser’s Assignees, and the Purchaser’s Assignees accepted and assumed, certain rights and obligations of the Purchaser under the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, the Parties entered into that certain Intellectual Property Assignment Agreement dated as of October 28, 2018 (the “Master IP Assignment Agreement”); and

WHEREAS, the Assignor owns the trademark and service mark registrations and applications set forth on Schedule 1 (the “Assigned Marks”); and

WHEREAS, pursuant to the Master IP Assignment Agreement, the Assignor desires to assign, transfer, convey and deliver to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor’s right, title and interest in, to and under the Assigned Marks and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. As of the Effective Date, the Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all of the Assignor’s right, title and interest in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the Assigned Marks, (b) all common law rights in, and all rights derived from, the Assigned Marks and all registrations that may be granted thereon, and any renewals thereof, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned Marks, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Assigned Marks, (f) the right to claim priority based on the Assigned Marks and (g) the right to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by

the Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Further Assurances. As may be necessary, the Assignor shall use reasonable best efforts to (i) execute, acknowledge and deliver such other instruments, documents and agreements and (ii) do such other things, in each case, as may be reasonably necessary, proper or advisable to carry out its obligations under this Trademark Assignment and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If the Assignor fails to promptly take or execute any action or document described in this Section 2 after written request by the Assignee, then the Assignor hereby constitutes and appoints the Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of the Assignor but on behalf and for the benefit of the Assignee, to take and execute in the name of the Assignor any and all actions and documents that may be deemed necessary or proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Trademark Assignment.

3. Recordation. The Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to the Assignee of the Assigned Marks. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record the Assignee as the assignee and owner of the Assigned Marks and to deliver to the Assignee, and to the Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

4. Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement, the Assignment Agreement and the other agreements, instruments, certificates and documents executed and delivered in connection therewith, represent the entire understanding and agreement among the Parties with respect to the subject matter hereof.

5. Amendment and Waiver. This Trademark Assignment can be amended supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Trademark Assignment signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

6. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Trademark Assignment is entered into pursuant to, and subject to all of the terms and conditions of, the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of any Seller or Purchaser contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Trademark Assignment and the Asset Purchase Agreement (as modified by the Assignment Agreement), the terms of the Asset Purchase Agreement (as modified by the Assignment Agreement) shall prevail.

7. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

8. Binding Effect. This Trademark Assignment shall be binding upon and inure to the Parties and their respective successors and assigns, and shall be effective as of 11:59 PM (Pacific Time) on the

Effective Date. Nothing in this Trademark Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

9. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart to this Trademark Assignment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

10. Headings. The division of this Trademark Assignment into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Trademark Assignment.

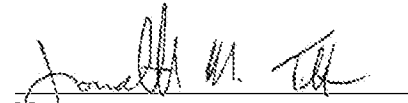
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ASSIGNOR

RM HQ LLC

By:



Name: Jonathan Tibus
Title: CRO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006482 FRAME: 0329

ASSIGNEE

FM Restaurants HQ, LLC

By: 

Name: James J. Zenni, Jr.

Title: Authorized Signatory

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006482 FRAME: 0330

Schedule 1

Assigned Marks

Registered and Applied-For Trademarks

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
GUACTOBER	United States	Registered	86/399114	Sep-18-2014	4864216	Dec-01-2015	43	RM HQ LLC
GUACTOBERFEST	United States	Registered	86/399108	Sep-18-2014	4847469	Nov-03-2015	43	RM HQ LLC
REAL MEX RESTAURANTS	United States	Registered	78/695277	Aug-18-2005	3166954	Oct-31-2006	35	RM HQ LLC