

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498741

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 El Torito LLC		10/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FM Restaurants El Torito OpCo, 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: 19			
Property Type	Number	Word Mark	
Registration Number:	3982575	EL TORITO	
Registration Number:	2319732	EL TORITO	
Registration Number:	1961662	EL TORITO	
Registration Number:	2319745	EL TORITO	
Registration Number:	2410247	EL TORITO	
Registration Number:	2410258	EL TORITO	
Registration Number:	2187953	EL TORITO	
Registration Number:	0939089	EL TORITO	
Registration Number:	2418861	EL TORITO EST. 1954	
Registration Number:	2410249	EL TORITO EST. 1954	
Registration Number:	1763092	FAJITAS CHIQUITAS	
Registration Number:	2410253		
Registration Number:	2336340		
Registration Number:	1653964	THE ORIGINAL EL TORITO RESTAURANT EST.19	
Registration Number:	4828607	WE KNOW MEXICAN	
Registration Number:	4715594	WHO · SONG - AND LARRY'S - CAL-MEX CANTI	
Registration Number:	4740525	WHO SONG AND LARRY'S CAL-MEX CANTINA	
Registration Number:	2288003	WHO-SONG & LARRY'S	
Registration Number:	1710269	CASA GALLARDO	
TRADEMARK			

OP \$490.00 3982575

CORRESPONDENCE DATA**Fax Number:** 3128767934*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:** 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:** 11/19/2018**Total Attachments: 11**

source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page1.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page2.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page3.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page4.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page5.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page6.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page7.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page8.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page9.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page10.tif
source=8- Trademark Assignment - El Torito (Execution)[Seller Signed]#page11.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 El Torito LLC, a Delaware limited liability company (the “Assignor”), and FM Restaurants El Torito OpCo, 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 (as defined in the Asset Purchase Agreement) and FM Restaurants (PT), LLC (“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, FM Restaurants HQ, LLC (“FM HQ”), FM Restaurants Chevys OpCo, LLC (“FM Chevys”), FM Restaurants Acapulco OpCo, LLC (“FM Acapulco”), Assignee, FM Restaurants Signature OpCo, LLC (“FM Signature”), FM Restaurants Las Brisas OpCo, LLC (“FM Las Brisas”), FM Restaurants HoldCo, LLC (together with FM HQ, FM Chevys, FM Acapulco, Assignee, 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”);

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

date hereof. 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.

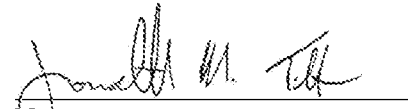
[Remainder of page intentionally left blank.]

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 El Torito LLC

By:



Name: Jonathan Tibus
Title: CRO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006539 FRAME: 0331

ASSIGNEE

FM Restaurants El Torito OpCo, LLC

By: 

Name: James J. Zant, Jr.

Title: Authorized Signatory

Schedule 1

Assigned Marks

Registered and Applied-For Trademarks





Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
EL TORITO	Austria	Registered	6256/2000	Apr-01-1996	196375	May-23-2001	42	RM El Torito LLC
EL TORITO	Bahrain	No Action - Registered	353/98	Mar-09-1998	2655	Mar-09-1998	42	RM El Torito LLC
EL TORITO	Denmark	Registered	VA200003179	Apr-01-1996	VR200005615	Dec-05-2000	43	RM El Torito LLC
EL TORITO	Finland	Registered	T200002899	Apr-01-1996	219810	Dec-15-2000	42	RM El Torito LLC
EL TORITO	France	Registered	3062507	Apr-01-1996	3062507	Oct-10-2001	42	RM El Torito LLC
EL TORITO	French Polynesia	Registered	00/3062507	Apr-01-1996	00/3062507	Oct-10-2001	42	RM El Torito LLC
EL TORITO	Germany	Registered	300642083	Apr-01-1996	30064208	Jun-12-2001	43	RM El Torito LLC
EL TORITO	Ireland	Registered	1996/06606	Apr-01-1996	218876	Nov-28-2001	42	RM El Torito LLC

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
EL TORITO	Italy	Registered	2001900903054	Jan-22-2001	362016000035339	Jun-23-2005	42	RM El Torito LLC
EL TORITO	Jordan	Registered	49233	Apr-18-1998	49233	Jun-01-1999	16	RM El Torito LLC
EL TORITO	Jordan	Registered	49234	Apr-18-1998	49234	Jun-01-1999	29	RM El Torito LLC
EL TORITO	Jordan	Registered	49230	Apr-18-1998	49230	Jun-01-1999	30	RM El Torito LLC
EL TORITO	Jordan	Registered	49232	Apr-18-1998	49232	Jun-01-1999	31	RM El Torito LLC
EL TORITO	Jordan	Registered	49231	Apr-18-1998	49231	Jun-01-1999	32	RM El Torito LLC
EL TORITO	Lebanon	Registered	76100	Jun-15-1998	149337	Jun-15-1998	42	RM El Torito LLC
EL TORITO	Republic of Korea	Registered	41-2000-0027080	Oct-18-2000	41-0075942	May-20-2002	42	RM El Torito LLC
EL TORITO	Singapore	Registered	T0113679B	Aug-29-2001	T0113679B	Dec-10-2002	42	RM El Torito LLC
EL TORITO	Sweden	Registered	2000/06355	Apr-01-1996	346673	Jun-01-2001	42	RM El Torito LLC
EL TORITO	Turkey	Registered	96-016535	Nov-07-1996	185981	Nov-24-1998	42	RM El Torito LLC

Schedule I

TRADEMARK
REEL: 006539 FRAME: 0334

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
EL TORITO	United States	Registered	85/031730	May-06-2010	3982575	Jun-21-2011	30	RM El Torito LLC
EL TORITO	United States	Registered	75/381497	Oct-29-1997	2319732	Feb-15-2000	30	RM El Torito LLC
EL TORITO	United States	Registered	74/608368	Dec-08-1994	1961662	Mar-12-1996	42	RM El Torito LLC
EL TORITO (STYLIZED) 	United States	Registered	75/398777	Dec-02-1997	2319745	Feb-15-2000	30	RM El Torito LLC
EL TORITO (STYLIZED) 	United States	Registered	75/751522	Jul-15-1999	2410247	Dec-05-2000	30	RM El Torito LLC
EL TORITO (STYLIZED) 	United States	Registered	75/753839	Jul-15-1999	2410258	Dec-05-2000	30	RM El Torito LLC
EL TORITO (STYLIZED) 	United States	Registered	75/399028	Dec-02-1997	2187953	Sep-08-1998	42	RM El Torito LLC
EL TORITO (STYLIZED) (SCRIPT) 	United States	Registered	72/386693	Mar-18-1971	939089	Jul-25-1972	42	RM El Torito LLC
EL TORITO EST. 1954 (AND DESIGN) 	United States	Registered	75/751521	Jul-15-1999	2418861	Jan-09-2001	30	RM El Torito LLC

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
EL TORITO EST. 1954 (AND DESIGN) 	United States	Registered	75/751 775	Jul-15- 1999	24102 49	Dec- 05- 2000	30	RM El Torito LLC
EL TORITO EXPRESS	Turkey	Registered	97/003 360	Mar- 13- 1997	18269 9	Jun- 30- 1998	43	RM El Torito LLC
FAJITAS CHIQUITAS	United States	Registered	74/228 551	Dec- 09- 1991	17630 92	Apr- 06- 1993	30	RM El Torito LLC
MISCELLANEOUS DESIGN (BULL) 	United States	Registered	75/752 557	Jul-16- 1999	24102 53	Dec- 05- 2000	30	RM El Torito LLC
MISCELLANEOUS DESIGN (BULL) 	United States	Registered	75/751 518	Jul-15- 1999	23363 40	Mar- 28- 2000	30	RM El Torito LLC
THE ORIGINAL EL TORITO RESTAURANT EST. 1954	Costa Rica	Registered	82814	Sep- 06- 1991	82814	Jun- 02- 1993	42	RM El Torito LLC
THE ORIGINAL EL TORITO RESTAURANT EST. 1954 (AND DESIGN) 	European Community	Registered	000184 234	Apr- 01- 1996	00018 4234	Apr- 18- 2001	42	RM El Torito LLC

Schedule I

TRADEMARK
REEL: 006539 FRAME: 0336

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
THE ORIGINAL EL TORITO RESTAURANT EST.1954 (AND DESIGN) 	United States	Registered	74/045254	Mar-21-1990	1653964	Aug-13-1991	42	RM El Torito LLC
WE KNOW MEXICAN	United States	Registered	86/399112	Sep-18-2014	4828607	Oct-06-2015	43	RM El Torito LLC
WHO · SONG · AND LARRY'S · CAL-MEX CANTINA (AND DESIGN) 	United States	Registered	86/367231	Aug-14-2014	4715594	Apr-07-2015	43	RM El Torito LLC
WHO SONG AND LARRY'S CAL-MEX CANTINA	United States	Registered	86/235424	Mar-28-2014	4740525	May-19-2015	43	RM El Torito LLC
WHO-SONG & LARRY'S	United States	Registered	75/573560	Oct-19-1998	2288003	Oct-19-1999	42	RM El Torito LLC
CASA GALLARDO	United States	Registered	74/213198	Oct-18-1991	1710269	25-Aug-1992	30	RM El Torito LLC
CASA GALLARDO	United States	Registered	75/411514	Dec-29-1997	2187960	Sept 8, 1998	42	RM El Torito LLC

Schedule I

TRADEMARK
REEL: 006539 FRAME: 0337

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Int. Class	Owner
EL TORITO GRILL	United States	Registered			2187960	08-Sep-1998		RM El Torito LLC

Schedule 1