

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TIJUANA FLATS RESTAURANTS, LLC		12/12/2019	Limited Liability Company: FLORIDA
TIJUANA FLATS BURRITO COMPANY, LLC		12/12/2019	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	ABC FUNDING, LLC
Street Address:	c/o Summit Partners Credit Advisors, L.P., 222 Berkeley Street, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3205474	CHET'S GONE MAD
Registration Number:	5642876	DEATH TO TINY TACOS
Serial Number:	87511242	DON'T BE A CHICKEN SHIT! HOT SAUCE
Serial Number:	88506484	FLATHEAD
Registration Number:	3780720	FLAT HEADS
Registration Number:	5172905	FLAT OUTRAGEOUS
Registration Number:	2731322	GIVE HEAT A CHANCE
Registration Number:	3771052	GOING POSTAL
Registration Number:	4550208	HOT BAR
Registration Number:	3041685	HOT IS THE NEW COOL
Registration Number:	4121439	KEEPIN' IT FRESH!
Registration Number:	2830046	LET US ROLL YOU A FAT ONE
Registration Number:	2970669	MAKE IT A POWER LITE
Registration Number:	5642872	MAKE IT MEGA
Registration Number:	5708016	MEGAJUANA
Registration Number:	2806702	MAKE IT WET
Registration Number:	3180290	ROCK OUT WITH YOUR GUAC OUT

CH \$840.00 3205474

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2131823	SMACK MY ASS & CALL ME SALLY
Registration Number:	3196261	SMACK PACK
Registration Number:	4443444	TAKE ME TO YOUR EATER
Registration Number:	3292167	THAT'S HOW WE ROLL...
Registration Number:	3638990	TIJUANA FLATS BURRITO CO.
Serial Number:	88705397	TIJUANA FLATS TEX-MEX FOR ALL
Registration Number:	3781206	TIJUANA BANGIN' CHICKEN BURRITO
Registration Number:	3054614	TIJUANA FLATS
Registration Number:	3062951	TIJUANA FLATS
Registration Number:	3368001	TIJUANA FLATS BURRITO CO.
Registration Number:	3173521	TIJUANA FLATS HOT
Registration Number:	5039492	TIJUANA FLATS TEX-MEX
Registration Number:	4146710	TIJUANA TRIO
Registration Number:	4542570	TIJUANA TUESDAZE
Registration Number:	3050299	WELCOME TO OUR WORLD
Registration Number:	2994160	WHO SAYS SIZE DOESN'T MATTER

CORRESPONDENCE DATA

Fax Number: 2125935955

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: (212) 756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff

Address Line 1: Schulte Roth & Zabel, 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 077199.0013

NAME OF SUBMITTER: Scott Kareff

SIGNATURE: /RS for SK/

DATE SIGNED: 12/13/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of ABC Funding, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 12, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among TJ Flats Holdings, LLC (“Holdings”), Tijuana Flats Intermediate Holdco, LLC (“Intermediate Holdings”), Tijuana Flats Restaurants, LLC (the “Borrower”), the Lenders from time to time party thereto, the other Persons party thereto that are designated as Credit Parties, and ABC Funding, LLC, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to 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 to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined 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 and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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, including, without limitation, those referred to on Schedule 1 hereto; but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(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, without limitation, 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest 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.

Section 4. 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 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TIJUANA FLATS RESTAURANTS, LLC,

as Grantor

By: _____

Name: Louie Psallidas

Title: Chief Financial Officer

TIJUANA FLATS BURRITO COMPANY, LLC,

as Grantor

By: _____

Name: Louie Psallidas

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

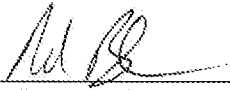
ABC FUNDING, LLC,
as Agent

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

ABC FUNDING, LLC
as Agent

By: Summit Partners Credit Advisors, L.P.
Its: Manager

By: 
Name: Adam Britt
Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Record Owner	Jurisdiction	Application	Registration Number
<u>CHET'S GONE MAD</u>	Tijuana Flats Restaurants, LLC	US	78781792	3205474
<u>DEATH TO TINY TACOS</u>	Tijuana Flats Restaurants, LLC	US	87923582	5642876
<u>DON'T BE A CHICKEN SHIT! HOT SAUCE</u>	Tijuana Flats Restaurants, LLC	US	87511242	Registration in process, approved.
<u>FLATHEAD</u>	Tijuana Flats Restaurants, LLC	US	88506484	Registration in process, approved.
<u>FLAT HEADS (and Design)</u>	Tijuana Flats Restaurants, LLC	US	77822395	3780720
<u>Flat Outrageous</u>	Tijuana Flats Restaurants, LLC	US	86939323	5172905
<u>GIVE HEAT A CHANCE</u>	Tijuana Flats Restaurants, LLC	US	76322589	2731322
<u>GOING POSTAL</u>	Tijuana Flats Restaurants, LLC	US	77810270	3771052
<u>HOT BAR</u>	Tijuana Flats Restaurants, LLC	US	85895184	4550208
<u>HOT IS THE NEW COOL</u>	Tijuana Flats Restaurants, LLC	US	78546868	3041685
<u>Keepin' it Fresh!</u>	Tijuana Flats Restaurants, LLC	US	85395184	4121439
<u>LET US ROLL YOU A FAT ONE</u>	Tijuana Flats Restaurants, LLC	US	78220724	2830046
<u>MAKE IT A POWER LITE</u>	Tijuana Flats Restaurants, LLC	US	78438405	2970669
<u>MAKE IT MEGA</u>	Tijuana Flats Restaurants, LLC	US	87923541	5642872

MEGAJUANA	Tijuana Flats Restaurants, LLC	US	87923500	5708016
<u>MAKE IT WET</u>	Tijuana Flats Restaurants, LLC	US	78216358	2806702
<u>ROCK OUT WITH YOUR GUAC OUT</u>	Tijuana Flats Restaurants, LLC	US	78749332	3180290
<u>SMACK MY ASS & CALL ME SALLY</u> (and Design)	Tijuana Flats Restaurants, LLC	US	75113219	2131823
<u>SMACK PACK</u>	Tijuana Flats Restaurants, LLC	US	78749380	3196261
TAKE ME TO YOUR EATER	Tijuana Flats Restaurants, LLC	US	85906881	4443444
THAT'S HOW WE ROLL...	Tijuana Flats Restaurants, LLC	US	78859771	3292167
TIJUANA FLATS BURRITO CO.	Tijuana Flats Restaurants, LLC	US	77614619	3638990
TIJUANA FLATS TEX-MEX FOR ALL	Tijuana Flats Restaurants, LLC	US	88705397	Registration in process, approved.
<u>TIJUANA BANGIN' CHICKEN BURRITO</u>	Tijuana Flats Restaurants, LLC	US	77864693	3781206
<u>TIJUANA FLATS</u>	Tijuana Flats Restaurants, LLC	US	78557933	3054614
TIJUANA FLATS (and Design)	Tijuana Flats Restaurants, LLC	US	78545373	3062951
<u>TIJUANA FLATS BURRITO CO.</u>	Tijuana Flats Burrito Company, LLC	US	77125581	3368001
<u>TIJUANA FLATS HOT</u> (and Design)	Tijuana Flats Restaurants, LLC	US	78669354	3173521
<u>Tijuana Flats Tex-Mex and design</u>	Tijuana Flats Restaurants, LLC	US	86826146	5039492
<u>TIJUANA TRIO</u>	Tijuana Flats Restaurants, LLC	US	85450703	4146710

<u>TIJUANA TUESDAZE</u>	Tijuana Flats Restaurants, LLC	US	86058018	4542570
<u>WELCOME TO OUR WORLD</u>	Tijuana Flats Restaurants, LLC	US	78545414	3050299
<u>WHO SAYS SIZE DOESN'T MATTER</u>	Tijuana Flats Restaurants, LLC	US	78216377	2994160