TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM563226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Revolucion Holding LLC	FORMERLY Revolucion Holding, Inc.	02/21/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.	
Street Address:	2001 Ross Avenue, Suite 2800	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5384445	CONDADO TACOS TEQUILA MARGARITAS
Registration Number:	5384446	CONDADO

CORRESPONDENCE DATA

Fax Number:

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.

Email: erobinson@huntonak.com

Correspondent Name: Erika Robinson

600 Peachtree Street, N.E., Suite 4100 Address Line 1:

Address Line 2: c/o Hunton Andrews Kurth LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Erika Robinson
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	02/21/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 21, 2020 (this "**Agreement**"), is entered into by and between **REVOLUCION HOLDING LLC**, a Delaware limited liability company ("**Grantor**"), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent for the Secured Parties.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of February 21, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), by and among Grantor, as a Company and as Credit Party Representative, Revolucion Acquisition, Inc., a Delaware corporation, initially, as a Company, and following the Closing Date Acquisition, as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Goldman Sachs Specialty Lending Group, L.P., as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

- 1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of Grantor's right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) its Trademarks listed on Schedule 1 hereto; (b) all extensions or renewals therefor; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, if any; provided that the Trademark Collateral shall not include any Excluded Property.
- 2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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- **3.** Authorization to Supplement. Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which Grantor no longer has or claims any right, title or interest.
- 4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

REVOLUCION HOLDING LLC, as

Grantor

Title: President

ACCEPTED AND ACKNOWLEDGED:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent

Title:

Stephen W. Hipp Senior Vice President

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS				
<u>Trademark</u>	Registration Number	Registration Date		
CONDADO TACOS TEQUILA MARGARITAS CUNDADO COMO SERVICIO SER	5384445	23-JAN-2018		
CONDADO	5384446	23-JAN-2018		

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RECORDED: 02/21/2020

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