

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM591656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
POLLO OPERATIONS, INC.		07/10/2020	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Assistant		
<b>Street Address:</b>	2200 Ross Avenue		
<b>Internal Address:</b>	8th Floor Dallas		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5840314	MY POLLO	
<b>Registration Number:</b>	5763897	POLLO TROPICAL EXPRESS	
<b>Registration Number:</b>	5891608	POLLO TROPICAL EXPRESS	
<b>Registration Number:</b>	5891609	POLLO TROPICAL EXPRESS	
<b>Registration Number:</b>	4371831	LIFE'S BETTER UNDER THE PALM	
<b>Serial Number:</b>	88902831	POLLO TROPICAL PANTRY OUR CHICKEN. YOUR	
<b>Serial Number:</b>	88880380	POLLO PANTRY	
<b>Serial Number:</b>	88880378	POLLO TROPICAL PANTRY	
<b>Serial Number:</b>	87674766	MY POLLO	
<b>Serial Number:</b>	87982422	IT'S POLLO TIME!	
<b>Serial Number:</b>	87982471	POLLO TIME!	
<b>Serial Number:</b>	87918312	POLLOTIME	
<b>Serial Number:</b>	87918318	POLLOTIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147455390		
<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>			
<b>Phone:</b>	2147455612		

CH \$340.00 5840314

**Email:** ngraham@winstead.com  
**Correspondent Name:** Nancy Graham c/o WINSTEAD PC  
**Address Line 1:** 2728 N. Harwood Street  
**Address Line 2:** Suite 500  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 13312.638

**NAME OF SUBMITTER:** Nancy Graham

**SIGNATURE:** /Nancy Graham/

**DATE SIGNED:** 08/12/2020

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

WHEREAS, POLLO OPERATIONS, INC., a Florida corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the IP Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the First Amended and Restated Pledge and Security Agreement dated as of July 10, 2020 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Fiesta Restaurant Group, Inc. (the "Borrower"), certain subsidiaries of the Borrower, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and IP Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;
- (2) each IP License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each IP License referred to in Schedule 1 annexed hereto; and
- (3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures On Following Page]

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

Acknowledged:

GRANTOR:

POLLO OPERATIONS, INC.

By: \_\_\_\_\_

Name: Dirk Montgomery

Title: Senior Vice President, Chief Financial  
Officer and Treasurer




**SECURED PARTY:**



JPMORGAN CHASE BANK, N.A., as  
administrative agent

By:   
Name: Logan Lanier  
Title: Authorized Officer

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS

Mark	Reg. No.	Goods/Services
MY POLLO	5840314	29 Prepared entrees consisting primarily of meat, fish, poultry or vegetables  43 Restaurant services
POLLO TROPICAL EXPRESS	5763897	43 Restaurant services
POLLO TROPICAL EXPRESS & Design 	5891608	43 Restaurant services
POLLO TROPICAL EXPRESS & Design 	5891609	43 Restaurant services
LIFE'S BETTER UNDER THE PALM	4371831	Class 043 restaurant services
POLLO TROPICAL PANTRY OUR KITCHEN. YOUR KITCHEN. & Design 	88/902,831, filed May 6, 2020	Int'l Class 029 – Prepared entrees consisting primarily of meat, fish, poultry, or vegetables; Prepared entrees consisting primarily of meat, fish, poultry, or vegetables ready to cook and pre marinated; Frozen foods-namely, uncooked, ready to cook and cooked meats, uncooked, breaded, pre-cooked and cooked poultry, breaded and unbreaded  Int'l Class 043 – Restaurant services

Mark	Reg. No.	Goods/Services
POLLO PANTRY	88/880,380, filed April 21, 2020	(Int'l Class: 29) Prepared entrees consisting primarily of meat, fish, poultry or vegetables; Prepared entrees consisting primarily of meat, fish, poultry or vegetables ready to cook and pre marinated; Frozen foods-namely, uncooked, ready to cook and cooked meats, uncooked, breaded, pre-cooked and cooked poultry, breaded and unbreaded (Int'l Class: 43) Restaurant services
POLLO TROPICAL PANTRY	88/880,378, filed April 21, 2020	(Int'l Class: 29) Prepared entrees consisting primarily of meat, fish, poultry or vegetables; Prepared entrees consisting primarily of meat, fish, poultry or vegetables ready to cook and pre marinated; Frozen foods-namely, uncooked, ready to cook and cooked meats, uncooked, breaded, pre-cooked and cooked poultry, breaded and unbreaded (Int'l Class: 43) Restaurant services
MY POLLO	87/674,766	(Int'l Class: 29) Prepared entrees consisting primarily of meat, fish, poultry or vegetables  (Int'l Class: 43) Restaurant services
IT'S POLLO TIME!	87/982,422	(Int'l Class: 43) Restaurant services
POLLO TIME!	87/982,471	(Int'l Class: 43) Restaurant services.
POLLO TIME & Design  	87/918,312	(Int'l Class: 29) Prepared entrees consisting primarily of meat, fish, poultry or vegetables (Int'l Class: 43) Restaurant services
POLLO TIME & Design (color)  	87/918,318	(Int'l Class: 29) Prepared entrees consisting primarily of meat, fish, poultry or vegetables  (Int'l Class: 43) Restaurant services