

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubio's Restaurants, Inc.		07/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC f/k/a GCI Capital Markets LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3973983	THE ORIGINAL FISH TACO	
Registration Number:	5170610	THE ORIGINAL FISH TACO	
Registration Number:	4174940	RUBIO'S	
Registration Number:	4598232	RUBIO'S COASTAL GRILL	
Registration Number:	4617513	RUBIO'S DIABLO HOT SAUCE	
Registration Number:	4617736		
Registration Number:	4617737	THE COASTAL TRIO	
Registration Number:	4628857	RUBIO'S	
Registration Number:	4642236	TO THE OCEAN	
Registration Number:	4686753	RUBIO'S COASTAL GRILL	
Registration Number:	4886548	OCEAN GOODNESS	
Registration Number:	5026888	MADE WITH A MISSION	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	3122013865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		

OP \$315.00 3973983

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6483.013

NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 08/24/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 28, 2020, by and between RUBIO'S RESTAURANTS, INC., a Delaware corporation (as successor by merger to MRRC Merger Co., a Delaware corporation, "Grantor"), in favor of GOLUB CAPITAL MARKETS LLC, a Delaware limited liability company f/k/a GCI Capital Markets LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 24, 2010 by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as August 24, 2010 by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

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

RUBIO'S RESTAURANTS, INC., as successor
by merger to MRRC Merger Co.

By: Marc Simon
Name: MARC SIMON
Title: President CEO

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL MARKETS LLC, a Delaware
limited liability company f/k/a GCI Capital Markets
LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

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

RUBIO'S RESTAURANTS, INC., as
successor by merger to MRRC Merger Co.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL MARKETS LLC, a Delaware
limited liability company f/k/a GCI Capital Markets
LLC, as Administrative Agent

By:  _____
Name: Marc C. Robinson
Title: Managing Director

SCHEDULE A

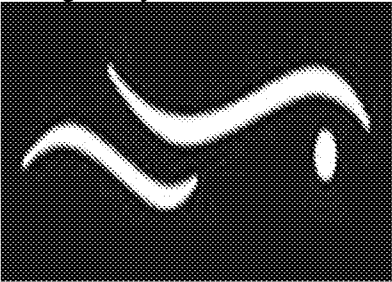
**TRADEMARK/SERVICE MARK SCHEDULE
OF
RUBIO'S RESTAURANTS, INC.
(as of March 16, 2020)**

The following table contains a list of Registered Trademarks, and pending applications currently held by Rubio's Restaurants, Inc. through the United States Patent & Trademark Office as of March 16, 2020. All registrations are in the United States with the United States Patent and Trademark Office.

REGISTERED MARKS

Mark Description	Registration No.	Registration Date	Status/Next Action
HOME OF THE FISH TACO (Stylized words) IC 042 for takeout restaurant services.	Reg. No. 1,429,640	February 17, 1987	Live. Sec. 8 & 9 Renewal due: February 17, 2026 to February 17, 2027
RUBIO'S (Stylized word) IC 042 for takeout restaurant services.	Reg. No. 1,503,438	September 6, 1988	Live, pending cancellation as no longer in use.
HEALTH MEX (standard character mark) IC 042 for restaurant services.	Reg. No. 1,842,535	June 28, 1994	Live. Sec. 8 & 9 Renewal due: June 28, 2023 to June 28, 2024
RUBIO'S (Stylized word) IC 030 for processed Mexican food items; namely, taquitos, burritos, quesadillas and salsa.	Reg. No. 1,843,810	July 5, 1994	Live. Sec. 8 & 9 Renewal due: June 5, 2023 to June 5, 2024
RUBIO'S (Stylized word) IC 030 for food items, namely tacos, burritos, quesadillas, tostadas, and nachos.	Reg. No. 1,973,747	May 14, 1996	Live. Sec. 8 & 9 Renewal due: May 14, 2025 to May 14, 2026
BEACH-MEX (standard character mark) IC 042 for restaurant services.	Reg. No. 2,595,503	July 16, 2002	Live. Sec. 8 & 9 Renewal due: July 16, 2021 to July 18, 2022
RUBIO'S FRESH MEXICAN GRILL (with design and words) IC 043 for restaurant services.	Reg. No. 2,937,677	April 5, 2005	Live. Sec. 8 & 9 Renewal due: April 5, 2024 to April 7, 2025

RUBIO'S CRISPY SHRIMP (standard character mark) IC 030 for soft corn tortillas filled with specially prepared spiced breaded crisp shrimp, ancho chile sauce, fresh salsa, and shredded cabbage for consumption on or off the premises.	Reg. No. 2,925,049	February 8, 2005	Live. Sec. 8 & 9 Renewal due: February 8, 2024 to February 8, 2025
RUBIO'S STREET TACOS (standard character mark) IC 030 for specially prepared Baja Mexico-style taco filled with spiced pork or spiced beef, handmade avocado dip, and a blend of fresh cilantro and onion for consumption on or off the premises.	Reg. No. 3,376,438	January 29, 2008	Live. Sec. 8 & 9 Renewal due: January 29, 2027 to January 31, 2018
WORLD FAMOUS FISH TACO (standard character mark) IC 043 for restaurant services	Reg. No. 3,445,236	June 10, 2008	Live. Sec. 8 & 9 Renewal due: June 10, 2027 to June 12, 2028
GILLSVILLE (standard character mark) IC 043 for restaurant services.	Reg. No. 3,777,685	April 20, 2010	Live. Sec. 8 & 9 Renewal due: April 20, 2019 to April 19, 2020 (not in use-intend not to renew).
BAJA GRILL BURRITO (standard character mark) IC 030 for burritos.	Reg. No. 4,011,278	August 16, 2011	Live. Sec. 8 & 9 Renewal due: August 16, 2020 to August 16, 2021
THE ORIGINAL FISH TACO (standard character mark) IC 043 for restaurant services.	Reg. No. 3,973,983	June 7, 2011	Live. Sec. 8 & 9 Renewal due: June 7, 2020 to June 7, 2021
THE ORIGINAL FISH TACO (standard character mark) IC 030 for tacos.	Reg. No. 5,170,610	March 28, 2017	Live. Sec. 8 Declaration of Use due: March 28, 2022 to March 28, 2023
RUBIO'S (standard character mark) IC 043 for restaurant services.	Reg. No. 4,174,940	July 17, 2012	Live. Sec. 8 & 9 Renewal due: July 17, 2021 to July 18, 2022
RUBIO'S COASTAL GRILL (standard character mark) IC 043 for restaurant services.	Reg. No. 4,598,232	Sept. 2, 2014	Live. Sec. 8 & 9 Renewal due: September 2, 2023 to September 3, 2024
RUBIO'S DIABLO HOT SAUCE (standard character mark) IC 030 for hot sauce.	Reg. No. 4,617,513	October 7, 2014	Live. Sec. 8 Declaration of Use due: October 7, 2019 to October 7, 2020 (filed pending acceptance)

WRAPSALADAS (intent to use application) IC 030 for a specially prepared flavored tortilla filled with salad ingredients, poultry, meat or fish, sold at a quick service restaurant for consumption on or off premises.	Ser. No. 87,205,362	Notice of Allowance issued: March 3, 2017	Live. Maximum number of extensions granted to file Declaration of Use. Pending abandonment as no longer intended to be used.
Design only: 	Reg. No. 4,617,736	October 7, 2014	Live. Sec. 8 Declaration of Use due: October 7, 2019 to October 7, 2020 (filed pending acceptance)
IC 043 for restaurant services.			
THE COASTAL TRIO (standard character mark) IC 030 for tacos.	Reg. No. 4,617,737	October 7, 2014	Live. Sec. 8 & 9 Renewal due: October 7, 2023 to October 7, 2024
RUBIO'S (with design and words) IC 043 for restaurant services.	Reg. No. 4,628,857	October 28, 2014	Live. Sec. 8 & 9 Renewal due: October 28, 2023 to October 28, 2024
TO THE OCEAN (standard character mark) IC 043 for restaurant services.	Reg. No. 4,642,236	November 18, 2014	Live. Sec. 8 & 9 Renewal due: November 18, 2023 to November 18, 2024
RUBIO'S COASTAL GRILL (with design and words) IC 043 for restaurant services.	Reg. No. 4,686,753	February 17, 2015	Live. Sec. 8 Declaration of Use due: February 17, 2020 to February 17, 2021 (filed pending acceptance)
OCEAN GOODNESS (standard character mark) IC 043 for restaurant services.	Reg. No. 4,886,548	January 12, 2016	Live. Sec. 8 Declaration of Use due: January 12, 2021 to January 11, 2022
MADE WITH A MISSION (standard character mark) IC 043 for restaurant services.	Reg. No. 5,026,888	August 23, 2016	Live. Sec. 8 Declaration of Use due: August 23, 2021 to August 22, 2022

TRADEMARK

RECORDED: 08/24/2020

REEL: 007031 FRAME: 0916