

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612988

| | | | |
|---|---|--|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Texas Taco Cabana, L.P. | | 11/23/2020 | Limited Partnership: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Fortress Credit Corp. | | |
| Street Address: | 1345 Avenue of the Americas, 46th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10105 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6140410 | CABANA BOWL | |
| Registration Number: | 5956165 | IT'S TC TIME! | |
| Registration Number: | 5956164 | MY TC | |
| Registration Number: | 5950683 | TC TIME! | |
| Registration Number: | 5999648 | THE ORIGINAL TACO CABANA MEXICAN PATIO C | |
| Registration Number: | 6028049 | TACO CABANA | |
| Registration Number: | 5999647 | THE ORIGINAL TACO CABANA MEXICAN PATIO C | |
| Registration Number: | 1581970 | TACO CABANA | |
| Registration Number: | 4104355 | TACO CABANA RAPIDO | |
| Registration Number: | 1726537 | THE ORIGINAL TACO CABANA MEXICAN PATIO C | |
| Registration Number: | 4104353 | THE ORIGINAL TACO CABANA MEXICAN PATIO C | |
| Registration Number: | 1978245 | THE ORIGINAL TACO CABANA TEX-MEX PATIO C | |
| Registration Number: | 5267891 | THE ORIGINAL MEXICAN HOT SAUCE | |
| Serial Number: | 88915807 | TACO CABANA PANTRY | |
| Serial Number: | 88915708 | TACO CABANA PANTRY FROM OUR KITCHEN TO Y | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7044441111 | | |
| <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> | | | |

CH \$390.00 6140410

Phone: 7044441124
Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 12/08/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”) is made this November 23, 2020, by and among Texas Taco Cabana, L.P., a Texas limited partnership (the “*Grantor*”) and **FORTRESS CREDIT CORP.**, as administrative agent and collateral agent for the Secured Parties (in such capacities, together with its successors and assigns in such capacities, “*Agent*”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, FIESTA RESTAURANT GROUP, INC., a Delaware corporation (the “*Borrower*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Agent, have entered into a Credit Agreement, dated as of November 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Loan Parties, including the Grantor, have entered into the Security Agreement, dated as of November 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of Agent, for the benefit of the Secured Parties; and

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

NOW, THEREFORE, IT IS AGREED:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges and hereby grants to Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “*Trademark Collateral*”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the United States Trademarks referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, “Trademark Collateral” shall not include the Excluded Property.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new United States Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

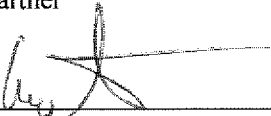
7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PRINCIPLES.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

TEXAS TACO CABANA, L.P.

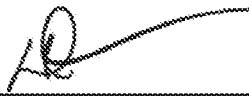
By: T.C. Management, Inc.,
its General Partner

By: 
Name: Dirk Montgomery
Title: Senior Vice President, Chief Financial
Officer and Treasurer

[Signature Page to Trademark Security Agreement]




TRADEMARK
REEL: 007126 FRAME: 0485



FORTRESS CREDIT CORP.,
as Agent

By: 
Name: David M. Prael
Title: Authorized Signatory


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| Name of Grantor/Registered Owner | Jurisdiction | Registration No. | Registration Date | Mark |
|---|---------------------|-------------------------|--------------------------|--|
| Texas Taco Cabana | US | 6140410 | Sep 11, 2020 | CABANA BOWL |
| Texas Taco Cabana | US | 5956165 | Jan. 07, 2020 | IT'S TC TIME! |
| Texas Taco Cabana | US | 5956164 | Jan. 07, 2020 | MY TC |
| Texas Taco Cabana | US | 5950683 | Dec. 31, 2019 | TC TIME! |
| Texas Taco Cabana | US | 5999648 | March 3, 2020 | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFÉ & Design  |
| Texas Taco Cabana | US | 6028049 | 04/07/2020 | TACO CABANA |
| Texas Taco Cabana | US | 5999647 | March 3, 2020 | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFÉ & Design  |
| Texas Taco Cabana | US | 1,581,970 | 6-Feb-1990 | TACO CABANA (Stylized) TACO CABANA |
| Texas Taco Cabana | US | 4,104,355 | 28-Feb-2012 | TACO CABANA RAPIDO |
| Texas Taco Cabana | US | 1,726,537 | 20-Oct-1992 | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE & Design  |
| Texas Taco Cabana | US | 4,104,353 | 28-Feb-2012 | THE ORIGINAL TACO CABANA MEXICAN PATIO CAFE RAPIDO & Design |

| | | | | |
|-------------------|----|-----------|-------------|--|
| | | | |  |
| Texas Taco Cabana | US | 1,978,245 | 4-Jun-1996 | THE ORIGINAL TACO CABANA TEX-MEX PATIO CAFE & Design  |
| Texas Taco Cabana | US | 5,267,891 | 15-Aug-2017 | THE ORIGINAL MEXICAN HOT SAUCE |

Pending Trademark Applications

| Name of Grantor/Registered Owner | Jurisdiction | App. No. | App Date | Mark |
|----------------------------------|--------------|----------|--------------|---|
| Texas Taco Cabana | US | 88876104 | 04/17/2020 | TC PANTRY |
| Texas Taco Cabana | US | 88915807 | May 14, 2020 | TACO CABANA PANTRY |
| Texas Taco Cabana | US | 88915708 | May 14, 2020 |  |