

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pollo Operations, Inc.		11/23/2020	Corporation: FLORIDA
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: 33			
Property Type	Number	Word Mark	
Registration Number:	6199226	POLLO TROPICAL PANTRY	
Registration Number:	6029130	BONGO BOWLS	
Registration Number:	6028975	POLLO TROPICAL CHICKEN ON THE GRILL	
Registration Number:	5979926	POLLO BITES	
Registration Number:	5946463	CRISPY POLLO BITES	
Registration Number:	6053890	MY POLLO	
Registration Number:	5840314	MY POLLO	
Registration Number:	6053891	MY POLLO	
Registration Number:	6053892	MY POLLO	
Registration Number:	6119481	POLLOTIME	
Registration Number:	6119480	POLLOTIME	
Registration Number:	6053888	POLLOTROPICAL CITRUS MARINATED CHICKEN	
Registration Number:	6053889	POLLOTROPICAL CITRUS MARINATED CHICKEN	
Registration Number:	5763897	POLLO TROPICAL EXPRESS	
Registration Number:	5891608	POLLO TROPICAL EXPRESS	
Registration Number:	5891609	POLLO TROPICAL EXPRESS	
Registration Number:	4993103	BEACHMAS	
Registration Number:	1961247	CHICKEN ON THE GRILL	
Registration Number:	2009396		

CH \$840.00 6199226

Property Type	Number	Word Mark
Registration Number:	4371831	LIFE'S BETTER UNDER THE PALM
Registration Number:	4419868	
Registration Number:	4998193	
Registration Number:	3917248	POLLO REWARDS
Registration Number:	5240058	POLLO REWARD\$
Registration Number:	1795420	POLLO TROPICAL
Registration Number:	4236371	POLLO TROPICAL
Registration Number:	3634216	POLLO TROPICAL CHICKEN ON THE GRILL
Registration Number:	4798750	POLLO TROPICAL CHICKEN ON THE GRILL
Registration Number:	4711758	TROPICAL LITE MENU
Registration Number:	2579304	TROPICHILLER
Registration Number:	3653926	TROPICHOP
Registration Number:	2162161	TROPICHOPS
Serial Number:	88902831	POLLO TROPICAL PANTRY OUR CHICKEN. YOUR

CORRESPONDENCE DATA

Fax Number: 7044441111
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: 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: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”) is made this November 23, 2020, by and among Pollo Operations, Inc., a Florida corporation (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.

POLLO OPERATIONS, INC.

By: 


Name: Dirk Montgomery

Title: Senior Vice President, Chief Financial
Officer and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007129 FRAME: 0680

FORTRESS CREDIT CORP.,
as Agent




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

[Signature Page to Trademark Security Agreement]



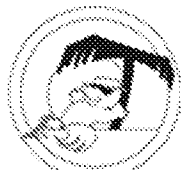



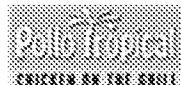
TRADEMARK
REEL: 007129 FRAME: 0681


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks


Name of Grantor/Registered Owner	Jurisdiction	Registration No.	Registration Date	Mark
Pollo Operations	US	6199226	11/17/2020	POLLO TROPICAL PANTRY
POLLO OPERATIONS	US	6029130	04/07/2020	BONGO BOWLS
POLLO OPERATIONS	US	6028975	04/07/2020	
POLLO OPERATIONS	US	5979926	02/04/2020	POLLO BITES
POLLO OPERATIONS	US	5946463	12/24/2019	CRISPY POLLO BITES
POLLO OPERATIONS	US	6053890	May 12, 2020	MY POLLO
POLLO OPERATIONS	US	5840314	Aug. 20, 2019	MY POLLO
POLLO OPERATIONS	US	6053891	May 12, 2020	MY POLLO & Design (b&w) 
POLLO OPERATIONS	US	6053892	May 12, 2020	MY POLLO & Design (color) 
POLLO OPERATIONS	US	6119481	Aug 4, 2020	POLLO TIME & Design (b&w)

				
POLLO OPERATIONS	US	6119480	Aug 4, 2020	POLLO TIME & Design (color) 
POLLO OPERATIONS	US	6053888	May 12, 2020	POLLO TROPICAL CITRUS MARINATED CHICKEN & Design (b&w) 
POLLO OPERATIONS	US	6053889	May 12, 2020	POLLO TROPICAL CITRUS MARINATED CHICKEN & Design (color) 
POLLO OPERATIONS	US	5763897	May 28, 2019	POLLO TROPICAL EXPRESS
POLLO OPERATIONS	US	5891608	Oct. 22, 2019	POLLO TROPICAL EXPRESS & Design 
POLLO OPERATIONS	US	5891609	Oct. 22, 2019	POLLO TROPICAL EXPRESS & Design 
POLLO OPERATIONS	US	4,993,103	7/5/2016	BEACHMAS

POLLO OPERATIONS	US	1,961,247	03/12/1996	CHICKEN ON THE GRILL
POLLO OPERATIONS	US	2,009,396	10/22/1996	Design Only 
POLLO OPERATIONS	US	4,371,831	07/23/2013	LIFE'S BETTER UNDER THE PALM
POLLO OPERATIONS	US	4,419,868	10/15/2013	Miscellaneous Design 
POLLO OPERATIONS	US	4,998,193	7/12/2016	Miscellaneous Design 
POLLO OPERATIONS	US	3,917,248	02/08/2011	POLLO REWARDS
POLLO OPERATIONS	US	5,240,058	07/11/2017	POLLO REWARDS & Design 
POLLO OPERATIONS	US	1,795,420	09/28/1993	POLLO TROPICAL
POLLO OPERATIONS	US	4,236,371	11/06/2012	POLLO TROPICAL & Design 
POLLO OPERATIONS	US	3,634,216	07/09/2009	POLLO TROPICAL CHICKEN ON THE GRILL & Design 
POLLO OPERATIONS	US	4,798,750	08/25/2015	POLLO TROPICAL CHICKEN ON THE GRILL & Design 

POLLO OPERATIONS	US	4,711,758	03/31/2015	TROPICAL LITE MENU & Design 
POLLO OPERATIONS	US	2,579,304	06/11/2002	TROPICHILLER
POLLO OPERATIONS	US	3,653,926	07/14/2009	TROPICHOP
POLLO OPERATIONS	US	2,162,161	06/02/1998	TROPICHOPS

Pending Trademark Applications

Name of Grantor/Registered Owner	Jurisdiction	App. No.	App. Date	Mark
Pollo Operations	US	88880380	04/21/2020	POLLO PANTRY
Pollo Operations	US	88902831	05/06/2020	
POLLO OPERATIONS	US	87982422	11/7/2017	IT'S POLLO TIME! (Child)