

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubio's Restaurants, Inc.		12/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5170610	THE ORIGINAL FISH TACO	
Registration Number:	4686753	RUBIO'S COASTAL GRILL	
Registration Number:	4617736		
Registration Number:	4617513	RUBIO'S DIABLO HOT SAUCE	
Registration Number:	4617737	THE COASTAL TRIO	
Registration Number:	4628857	RUBIO'S	
Registration Number:	4642236	TO THE OCEAN	
Registration Number:	5026888	MADE WITH A MISSION	
Registration Number:	4886548	OCEAN GOODNESS	
Registration Number:	4598232	RUBIO'S COASTAL GRILL	
Registration Number:	4174940	RUBIO'S	
Registration Number:	3973983	THE ORIGINAL FISH TACO	
Registration Number:	4011278	BAJA GRILL BURRITO	
Registration Number:	3445236	WORLD FAMOUS FISH TACO	
Registration Number:	2925049	RUBIO'S CRISPY SHRIMP	
Registration Number:	3376438	RUBIO'S STREET TACOS	
Registration Number:	2937677	RUBIO'S FRESH MEXICAN GRILL	
Registration Number:	3777685	GILLSVILLE	
Registration Number:	2595503	BEACH-MEX	

OP \$615.00 5170610

Property Type	Number	Word Mark
Registration Number:	1973747	RUBIO'S
Registration Number:	1843810	RUBIO'S
Registration Number:	1842535	HEALTH MEX
Registration Number:	1429640	HOME OF THE FISH TACO
Registration Number:	1503438	RUBIO'S

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.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.013
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	12/30/2020

Total Attachments: 5

source=7. Trademark Security Agreement#page1.tif
source=7. Trademark Security Agreement#page2.tif
source=7. Trademark Security Agreement#page3.tif
source=7. Trademark Security Agreement#page4.tif
source=7. Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 30, 2020, by and between RUBIO'S RESTAURANTS, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Lenders party thereto (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 of the date hereof 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 the 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.

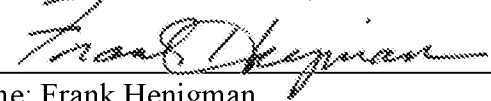
3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies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

By: 

Name: Frank Henigman

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, a Delaware limited liability company, 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.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent

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

Schedule A

Registered Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
The Original Fish Taco	5170610	3/28/17
Rubio's Coastal Grill	4686753	2/17/15
[Design Only]	4617736	10/7/14
Rubio's Diablo Hot Sauce	4617513	10/7/14
The Coastal Trio	4617737	10/7/14
Rubio's	4628857	10/28/14
To the Ocean	4642236	11/18/14
Made with a Mission	5026888	8/23/16
Ocean Goodness	4886548	1/12/16
Rubio's Coastal Grill	4598232	9/2/14
Rubio's	4174940	7/17/12
The Original Fish Taco	3973983	6/7/11
Baja Grill Burrito	4011278	8/16/11
World Famous Fish Taco	3445236	6/10/08
Rubio's Crispy Shrimp	2925049	2/8/05
Rubio's Street Taco	3376438	1/29/08
Rubio's Fresh Mexican Grill	2937677	4/5/05
Gillsville	3777685	4/20/10
Beach-Mex	2595503	7/16/02
Rubio's	1973747	5/14/96
Rubio's	1843810	7/5/94
Health Mex	1842535	6/28/94
Home of the Fish Taco	1429640	2/17/87
Rubio's	1503438	9/6/88