

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671574

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
YTC ENTERPRISES, LLC		08/16/2021	Limited Liability Company: DELAWARE
TACO CABANA, INC		08/16/2021	Corporation: DELAWARE
CABANA GRILL, INC.		08/16/2021	Corporation: DELAWARE
TP ACQUISITION CORP.		08/16/2021	Corporation: TEXAS
T.C. MANAGEMENT, INC.		08/16/2021	Corporation: DELAWARE
CABANA BEVCO LLC		08/16/2021	Limited Liability Company: TEXAS
TPAQ HOLDING CORPORATION		08/16/2021	Corporation: DELAWARE
TC BEVCO LLC		08/16/2021	Limited Liability Company: TEXAS
CABANA BEVERAGES, INC.		08/16/2021	Corporation: TEXAS
TEXAS TACO CABANA, L.P.		08/16/2021	Limited Partnership:
CABANA CLUB OF PASADENA, INC.		08/16/2021	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Midcap Financial Trust
Street Address:	7255 Woodmont Avenue, Suite 300
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	As Security Agent: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6381701	TC PANTRY
Registration Number:	6367932	TACO CABANA PANTRY
Registration Number:	6367931	TACO CABANA PANTRY FROM OUR KITCHEN TO Y
Registration Number:	6028049	TACO CABANA
Registration Number:	5999648	THE ORIGINAL TACO CABANA MEXICAN PATIO C
Registration Number:	5999647	THE ORIGINAL TACO CABANA MEXICAN PATIO C

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6140410	CABANA BOWL
Registration Number:	5950683	TC TIME!
Registration Number:	5956165	IT'S TC TIME!
Registration Number:	5956164	MY TC
Registration Number:	5267891	THE ORIGINAL MEXICAN HOT SAUCE
Registration Number:	4104353	THE ORIGINAL TACO CABANA MEXICAN PATIO C
Registration Number:	4104355	TACO CABANA RAPIDO
Registration Number:	2199595	CABANA KIDS
Registration Number:	2243432	CABANA KIDS
Registration Number:	1581970	TACO CABANA
Registration Number:	1726537	THE ORIGINAL TACO CABANA MEXICAN PATIO C
Registration Number:	1978245	THE ORIGINAL TACO CABANA TEX-MEX PATIO C

CORRESPONDENCE DATA

Fax Number: 6023826070
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: 602-82-6000
Email: sschahn@swlaw.com
Correspondent Name: Snell & Wilmer L.L.P.
Address Line 1: 400 E. Van Buren St.
Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	75105.00004
NAME OF SUBMITTER:	Scott A. Schahn
SIGNATURE:	/Scott A. Schahn/
DATE SIGNED:	08/31/2021

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of August 16, 2021 (this “Agreement”), among each of the signatories hereto (collectively, the “Grantors”) and MIDCAP FINANCIAL TRUST, as Agent (in such capacity, the “Agent”).

Reference is made to (a) the Credit Agreement dated as of August 16, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among YTC ENTERPRISES, LLC, a Delaware limited liability company, TACO CABANA, INC., a Delaware corporation, CABANA GRILL, INC., a Delaware corporation, TP ACQUISITION CORP., a Texas corporation, T.C. MANAGEMENT, INC., a Delaware corporation, CABANA BEVCO LLC, a Texas limited liability company, TPAQ HOLDING CORPORATION, a Delaware corporation, TC BEVCO LLC, a Texas limited liability company, CABANA BEVERAGES, INC., a Texas corporation, TEXAS TACO CABANA, L.P., a Texas limited partnership, and CABANA CLUB OF PASADENA, INC., a Texas corporation (individually and collectively, “Borrower”), the lenders from time to time party thereto (the “Lenders”) and the Agent and (b) the Collateral Agreement dated as of August 16, 2021 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Borrower, the other grantors from time to time party thereto, and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1 of the Collateral Agreement also apply to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of each such Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule I (the “Trademark Collateral”).

3. Collateral Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted

herein shall terminate and the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

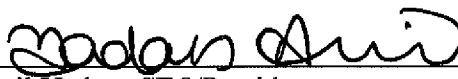
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR(S):


YTC ENTERPRISES, LLC, a Delaware limited liability company

By: 
Anil Yadav, Manager


TACO CABANA, INC., a Delaware corporation

By: 
Anil Yadav, CEO/President

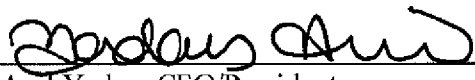
CABANA GRILL, INC., a Delaware corporation

By: 
Anil Yadav, CEO/President


TP ACQUISITION CORP., a Texas corporation

By: 
Anil Yadav, CEO/President

T.C. MANAGEMENT, INC., a Delaware corporation

By: 
Anil Yadav, CEO/President

CABANA BEVCO LLC, a Texas limited liability company

By: 
Anil Yadav, Manager

TPAQ HOLDING CORPORATION, a Delaware corporation

By: Anil Yadav
Anil Yadav, CEO/President

TC BEVCO LLC, a Texas limited liability company

By: Anil Yadav
Anil Yadav, Manager

CABANA BEVERAGES, INC., a Texas corporation

By: Anil Yadav
Anil Yadav, CEO/President

TEXAS TACO CABANA, L.P., a Texas limited partnership

By: T.C. MANAGEMENT, INC., a Delaware corporation, its General Partner

By: Anil Yadav
Anil Yadav, CEO/President

CABANA CLUB OF PASADENA, INC., a Texas corporation

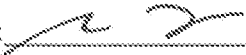
By: Anil Yadav
Anil Yadav, CEO/President

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP,
LLC, its general partner



By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

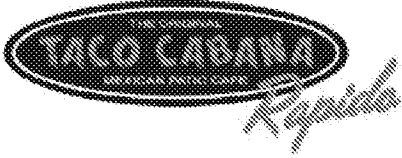
Signature Page to Trademark Security Agreement



4813-8576-1367

TRADEMARK
REEL: 007410 FRAME: 0137

SCHEDULE I

	Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
1.	TC PANTRY	Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	88876104	04/17/2020	6381701	06/08/2021
2.	TACO CABANA PANTRY	Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware Corporation	88915807	05/14/2020	6367932	06/01/2021
3.		Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	88915708	03/14/2020	6367931	06/01/2021
4.	TACO CABANA	Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	88607220	09/06/2019	6028049	04/07/2020
5.		Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	88046153	07/20/2018	5999648	03/03/2020
6.		Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	88046151	07/20/2018	5999647	03/03/2020

	Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
7.	CABANA BOWL	Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	88777497	01/29/2020	6140410	09/01/2020
8.	TC TIME!	Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	87674802	11/07/2017	5950683	12/31/2019
9.	IT'S TC TIME!	Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	87674794	11/07/2017	5956165	01/07/2020
10.	MY TC	Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	87674790	11/07/2017	5956164	01/07/2020
11.	THE ORIGINAL MEXICAN HOT SAUCE	Texas Taco Cabana, L.P. T.C. Management, Inc., a Delaware corporation	87014145	04/26/2016	5267891	08/15/2017
12.		Texas Taco Cabana, L.P. T.C. Management, Inc., general partner, a Delaware corporation	85234033	02/04/2011	4104353	02/28/2012

	Trademark	Owner	Application No.	Filing Date	Registration No.	Registration Date
13.	TACO CABANA RAPIDO	Texas Taco Cabana, L.P. T.C. Management, Inc., general partner, a Delaware corporation	85234080	02/04/2011	4104355	02/28/2012
14.	CABANA KIDS	Texas Taco Cabana, L.P. composed of Taco Cabana Management, Inc	75311747	06/19/1997	2199595	10/27/1998
15.	CABANA KIDS	Texas Taco Cabana, L.P. composed of Taco Cabana Management, Inc	75277352	04/18/1997	2243432	05/04/1999
16.	TACO CABANA	Texas Taco Cabana, L.P. composed of Taco Cabana Management Inc	73748887	08/29/1988	1581970	2/6/1990
17.		Texas Taco Cabana, L.P.	74238347	01/17/1992	1726537	10/20/1992
18.		Texas Taco Cabana, L.P. composed of Taco Cabana Management Inc	74680206	05/26/1995	1978245	6/4/1996