

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733804

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900684354

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FM Restaurants Holdco, LLC		03/28/2022	Limited Liability Company:
FM Restaurants HQ, LLC		03/28/2022	Limited Liability Company:
FM Restaurants Acapulco Opco, LLC		03/28/2022	Limited Liability Company:
FM Restaurants El Torito Opco, LLC		03/28/2022	Limited Liability Company:
FM Restaurants Chevys Opco, LLC		03/28/2022	Limited Liability Company:
FM Restaurants Signature Opco, LLC		03/28/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	2001 Ross Avenue, Suite 2800
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	5589276	SOL · MEXICAN · COCINA ·
Registration Number:	4918077	SOL COCINA
Registration Number:	4918082	SOL
Registration Number:	4629764	SOLITA TACOS & MARGARITAS
Registration Number:	4233218	SOL MEXICAN COCINA
Registration Number:	1411761	ACAPULCO
Registration Number:	5819468	ACAPULCO RESTAURANT Y CANTINA
Registration Number:	2115063	ACAPULCO MEXICAN RESTAURANT Y CANTINA
Registration Number:	2098690	MARGARITA MONDAYS
Registration Number:	2375705	CHEVYS EXPRESS MEX
Registration Number:	2579149	CHEVYS EXPRESS MEX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2066652	CHEVYS FRESH MEX
Registration Number:	2251029	CHEVYS FRESH MEX
Registration Number:	3170878	CHEVYS FRESH MEX
Registration Number:	1624237	CHEVYS MEXICAN RESTAURANT
Registration Number:	1951323	EL MACHINO
Registration Number:	5843741	EL TORITO
Registration Number:	1613407	FRESH MEX
Registration Number:	1750598	FRESH MEX
Registration Number:	4999423	THE PARTY'S ON US
Registration Number:	2410253	
Registration Number:	1710269	CASA GALLARDO
Registration Number:	1961662	EL TORITO
Registration Number:	2319732	EL TORITO
Registration Number:	2319745	EL TORITO
Registration Number:	2187953	EL TORITO
Registration Number:	2410258	EL TORITO
Registration Number:	0939089	EL TORITO
Registration Number:	2418861	EL TORITO EST. 1954
Registration Number:	1763092	FAJITAS CHIQUITAS
Registration Number:	1653964	THE ORIGINAL EL TORITO RESTAURANT EST.19
Registration Number:	4828607	WE KNOW MEXICAN
Registration Number:	4715594	WHO · SONG - AND LARRY'S - CAL-MEX CANTI
Registration Number:	4740525	WHO SONG AND LARRY'S CAL-MEX CANTINA
Registration Number:	2288003	WHO-SONG & LARRY'S
Registration Number:	5823424	
Registration Number:	5823423	XPERIENCE XRG
Registration Number:	4864216	GUACTOBER
Registration Number:	4847469	GUACTOBERFEST
Registration Number:	3166954	REAL MEX RESTAURANTS
Registration Number:	2187960	EL TORITO GRILL
Registration Number:	3613500	SINIGUAL
Serial Number:	97193638	EL DUEÑO REWARDS
Serial Number:	97193703	CANTINA 54

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.

Email: khenning@kslaw.com

Correspondent Name: Kelly Henning
Address Line 1: 1180 Peachtree St. NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Kelly Henning

SIGNATURE: /Kelly Henning/

DATE SIGNED: 06/10/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2022, (this “**Agreement**”) by the Grantors identified on the signature pages hereto (collectively, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of March 28, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **FM RESTAURANTS HOLDCO, LLC**, a Delaware limited liability company (“**Company**”), as borrower, **FM RESTAURANTS FINANCE HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantors hereby grant to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks, including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the

grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law;

(b) all extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

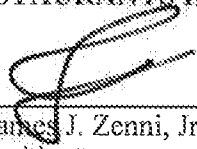
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.
4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
5. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
6. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

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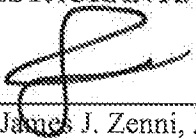
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

FM RESTAURANTS HOLDCO, LLC

By: 
Name: James J. Zenni, Jr.
Title: President

FM RESTAURANTS HQ, LLC

By: 
Name: James J. Zenni, Jr.
Title: President

FM RESTAURANTS ACAPULCO
OPCO, LLC

By: _____
Name: Randy Sharpe
Title: Chief Executive Officer

FM RESTAURANTS EL TORITO
OPCO, LLC

By: _____
Name: Randy Sharpe
Title: Chief Executive Officer

FM RESTAURANTS CHEVYS OPCO,
LLC

By: _____
Name: Randy Sharpe
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

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

GRANTORS:

FM RESTAURANTS HOLDCO, LLC

By: _____
Name: James J. Zenni, Jr.
Title: President

FM RESTAURANTS HQ, LLC

By: _____
Name: James J. Zenni, Jr.
Title: President

**FM RESTAURANTS ACAPULCO
OPCO, LLC**

By: _____
Name: Randy Sharpe
Title: Chief Executive Officer

**FM RESTAURANTS EL TORITO
OPCO, LLC**

By: _____
Name: Randy Sharpe
Title: Chief Executive Officer

**FM RESTAURANTS CHEVYS OPCO,
LLC**

By: _____
Name: Randy Sharpe
Title: Chief Executive Officer

**FM RESTAURANTS SIGNATURE
OPCO, LLC**







By: _____
Name: Randy Sharpe
Title: Chief Executive Officer









ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as the Collateral Agent

By: _____
Name: Greg Watts
Title: Vice President

Schedule I

	Mark	Reg. No/ Reg. Date	Current Owner
1.	SOL · MEXICAN · COCINA · 	5589276 10/23/18	FM RESTAURANTS SIGNATURE OPCO, LLC
2.	SOL COCINA SOL COCINA	4918077 03/15/16	FM RESTAURANTS SIGNATURE OPCO, LLC
3.	SOL 	4918082 03/15/16	FM RESTAURANTS SIGNATURE OPCO, LLC
4.	SOLITA TACOS & MARGARITAS 	4629764 10/28/14	FM RESTAURANTS SIGNATURE OPCO, LLC
5.	SOL MEXICAN COCINA REG. MEXICAN COCINA	4233218 10/30/12	FM RESTAURANTS SIGNATURE OPCO, LLC
6.	ACAPULCO	1411761 09/30/86	FM RESTAURANTS ACAPULCO OPCO, LLC
7.	ACAPULCO RESTAURANT Y CANTINA (design) 	5819468 07/30/19	FM RESTAURANTS ACAPULCO OPCO, LLC
8.	ACAPULCO RESTAURANT Y CANTINA (sun design) 	2115063 11/25/97	FM RESTAURANTS ACAPULCO OPCO, LLC
9.	MARGARITA MONDAYS	2098690 09/23/97	FM RESTAURANTS ACAPULCO OPCO, LLC
10.	CHEVYS EXPRESS MEX	2375705 08/08/00	FM RESTAURANTS CHEVYS OPCO, LLC
11.	CHEVYS EXPRESS MEX (design) 	2579149 06/11/02	FM RESTAURANTS CHEVYS OPCO, LLC
12.	CHEVYS FRESH MEX	2066652 06/03/97	FM RESTAURANTS CHEVYS OPCO, LLC
13.	CHEVYS FRESH MEX	2251029 06/08/99	FM RESTAURANTS CHEVYS OPCO, LLC
14.	CHEVYS FRESH MEX (design)	3170878 11/14/06	FM RESTAURANTS CHEVYS OPCO, LLC

			
15.	CHEVYS MEXICAN RESTAURANT (design) 	1624237 11/20/90	FM RESTAURANTS CHEVYS OPCO, LLC
16.	EL MACHINO	1951323 01/23/96	FM RESTAURANTS CHEVYS OPCO, LLC
17.	EL TORITO (bull design) 	5843741 08/27/19	FM RESTAURANTS CHEVYS OPCO, LLC
18.	FRESH MEX	1613407 09/11/90	FM RESTAURANTS CHEVYS OPCO, LLC
19.	FRESH MEX	1750598 02/02/93	FM RESTAURANTS CHEVYS OPCO, LLC
20.	THE PARTY'S ON US	4999423 07/12/16	FM RESTAURANTS CHEVYS OPCO, LLC
21.	Bull Logo 	2410253 12/05/00	FM RESTAURANTS EL TORITO OPCO, LLC
22.	CASA GALLARDO	1710269 08/25/92	FM RESTAURANTS EL TORITO OPCO, LLC
23.	EL TORITO	1961662 03/12/96	FM RESTAURANTS EL TORITO OPCO, LLC
24.	EL TORITO	2319732 02/15/00	FM RESTAURANTS EL TORITO OPCO, LLC
25.	EL TORITO (stylized) 	2319745 02/15/00	FM RESTAURANTS EL TORITO OPCO, LLC
26.	EL TORITO (stylized) 	2187953 09/08/98	FM RESTAURANTS EL TORITO OPCO, LLC
27.	EL TORITO (stylized) 	2410258 12/05/00	FM RESTAURANTS EL TORITO OPCO, LLC
28.	EL TORITO (stylized, cursive) <i>El Torito</i>	0939089 07/25/72	FM RESTAURANTS EL TORITO OPCO, LLC
29.	EL TORITO EST. 1954 (design) 	2418861 01/09/01	FM RESTAURANTS EL TORITO OPCO, LLC
30.	FAJITAS CHIQUITAS	1763092 04/06/93	FM RESTAURANTS EL TORITO OPCO, LLC
31.	THE ORIGINAL EL TORITO RESTAURANT EST.1954 (design)	1653964 08/13/91	FM RESTAURANTS EL TORITO OPCO, LLC

			
32.	WE KNOW MEXICAN	4828607 10/06/15	FM RESTAURANTS EL TORITO OPCO, LLC
33.	WHO – SONG - AND LARRY'S - CAL- MEX CANTINA (design) 	4715594 04/07/15	FM RESTAURANTS EL TORITO OPCO, LLC
34.	WHO SONG AND LARRY'S CAL-MEX CANTINA	4740525 05/19/15	FM RESTAURANTS EL TORITO OPCO, LLC
35.	WHO-SONG & LARRY'S	2288003 10/19/99	FM RESTAURANTS EL TORITO OPCO, LLC
36.	Knife & Fork Logo 	5823424 07/30/19	FM RESTAURANTS HOLDCO, LLC
37.	XPERIENCE XRG	5823423 07/30/19	FM RESTAURANTS HOLDCO, LLC
38.	GUACTOBER	4864216 12/01/15	FM RESTAURANTS HQ, LLC
39.	GUACTOBERFEST	4847469 11/03/15	FM RESTAURANTS HQ, LLC
40.	REAL MEX RESTAURANTS	3166954 10/31/06	FM RESTAURANTS HQ, LLC
41.	EL TORITO GRILL	2187960 09/08/98	FM RESTAURANTS SIGNATURE OPCO, LLC
42.	SINIGUAL	3613500 04/28/09	FM RESTAURANTS SIGNATURE OPCO, LLC
43.	EL DUEÑO REWARDS	Appln. No.: 97193638 Appln. Date: 12/28/21	FM RESTAURANTS HOLDCO, LLC
44.	CANTINA 54	Appln. No. 97193703 Appln. Date: 12/28/21	FM RESTAURANTS HOLDCO, LLC