

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751288

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS SUCCESSOR AGENT		12/14/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	OTB Acquisition LLC		
Street Address:	2201 West Royal Lane		
Internal Address:	Suite 240		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3341577	QUESO LIVE!	
Registration Number:	3362356	BORDER SMART	
Registration Number:	3375726	BECAUSE YOU CAN	
Registration Number:	2820041	THE BIG BORDURRITO	
Registration Number:	1271174	ON THE BORDER	
Registration Number:	2878246	ON THE BORDER MEXICAN GRILL & CANTINA	
Registration Number:	3578852	ENDLESS ENCHILADAS	
Registration Number:	2940021	GUACAMOLE LIVE!	
Registration Number:	1935079	BORDERITA	
Registration Number:	1954702	ON THE BORDER MEXICAN CAFE	
Registration Number:	1954703	ON THE BORDER MEXICAN CAFE	
Registration Number:	1958891	OTB ORIGINAL	
Registration Number:	3181007	FAJITA GRILL	
Registration Number:	2027131	ORIGINAL MELTDOWN	
Registration Number:	3381522	OTB MELTDOWN	
Registration Number:	2240856	THE ULTIMATE FAJITA	
Registration Number:	2240868	BORDER BUDDIES	
Registration Number:	2240879	BORDER BUDDIES	

OP \$740.00 3341577

Property Type	Number	Word Mark
Registration Number:	4417407	CLUB CANTINA
Registration Number:	2482291	ON THE BORDER MEXICAN GRILL & CANTINA
Registration Number:	2506151	ON THE BORDER MEXICAN GRILL & CANTINA
Registration Number:	4687934	ON THE BORDER MEXICAN GRILL & CANTINA
Registration Number:	5354801	CINCO LIKE YOU MEAN IT
Serial Number:	86040536	ENDLESS TACOS
Serial Number:	86055411	TACO FIX TUESDAYS
Serial Number:	86417695	GUACTINI
Serial Number:	87827736	LIME LIFE
Serial Number:	87596348	ANY EXCUSE TO FIESTA
Serial Number:	87449616	CINCO'RITA

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: 4045723401
Email: morgan.roth@kslaw.com
Correspondent Name: Morgan Roth
Address Line 1: 1180 Peachtree Street NE
Address Line 2: Suite 1600
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	10396.251007
NAME OF SUBMITTER:	Morgan Roth
SIGNATURE:	/s/ Morgan Roth
DATE SIGNED:	08/25/2022

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release"), dated as of December 14, 2020, is made by Antares Capital LP, as Agent (the "Agent") in favor of OTB Acquisition LLC, a Delaware limited liability company (the "Grantor"), as follows:

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 30, 2014 (as amended, restated, supplemented and/or modified from time to time), the "Credit Agreement", by and among the Grantor, as Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, as Agent for the Lenders and the L/C Issuers, the Lenders and the LC/ Issuers severally agreed to make extensions of credit to the Borrower;

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), by the Grantor and the other parties party thereto in favor of the Agent, and those certain agreements described on Annex I attached hereto (the "Trademark Security Agreements") and, collectively with the Guaranty and Security Agreement, the "Security Agreements"), the Grantor granted a Lien on and security interest in all of its right, title and interest in, to an under certain collateral in favor of the Agent, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the Trademark Security Agreements and the entirety of its security interest in the Trademark Collateral described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral", as used herein, shall mean all of the Grantor's right, title and interest in, to and under the trademarks listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreements, as applicable.

2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the Trademark Collateral, and the Trademark Security Agreements and any and all right, title and interest of the Agent in, to and under the Trademark Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office (the "USPTO"), at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent's security interest in the Trademark Collateral.


3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,
as Agent

By: 
Name: Jonathan Balch
Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 007832 FRAME: 0177

ANNEX I



Trademark Security Agreement against OTB Acquisition LLC in favor of General Electric Capital Corporation, as Agent, dated as of May 30, 2014 and recorded with the USPTO on May 30, 2014 at Reel 5291, Frame 0563, together with Assignment of Intellectual Property Security Agreement from General Electric Capital Corporation, as Retiring Agent to Antares Capital LP, as Successor Agent, dated as of August 21, 2015 and recorded with the USPTO on September 3, 2015 at Reel 5615, Frame 0754.




Trademark Security Agreement against OTB Acquisition LLC in favor of General Electric Capital Corporation, as Agent, dated as of May 1, 2015 and recorded with the USPTO on May 1, 2015 at Reel 5508, Frame 0209, together with Assignment of Intellectual Property Security Agreement from General Electric Capital Corporation, as Retiring Agent to Antares Capital LP, as Successor Agent, dated as of August 21, 2015 and recorded with the USPTO on January 26, 2016 at Reel 5715, Frame 0658.

Trademark Security Agreement against OTB Acquisition LLC in favor of Antares Capital LP, as Agent, dated as of April 26, 2018 and recorded with the USPTO on April 27, 2018 at Reel 6321, Frame 0621.

ANNEX II

Trademark Registrations and Applications

Mark	Country	Registration / Application No.	Registered Owner	Status
ENDLESS TACOS	United States	86040536	OTB Acquisition LLC	Pending
TACO FIX TUESDAYS	United States	86055411	OTB Acquisition LLC	Pending
NOBODY DOES ENDLESS LIKE ON THE BORDER	United States	N/A	OTB Acquisition LLC	Preparing application
QUESO LIVE!	United States	3341577	OTB Acquisition LLC	Registered
BORDER SMART	United States	3362356	OTB Acquisition LLC	Registered
BECAUSE YOU CAN	United States	3375726	OTB Acquisition LLC	Registered
THE BIG BORDURRITO	United States	2820041	OTB Acquisition LLC	Registered
ON THE BORDER	United States	1271174	OTB Acquisition LLC	Registered
 ON THE BORDER MEXICAN GRILL & CANTINA (& design)	United States	2878246	OTB Acquisition LLC	Registered
ENDLESS ENCHILADAS	United States	3578852	OTB Acquisition LLC	Registered
GUACAMOLE LIVE!	United States	2940021	OTB Acquisition LLC	Registered
BORDERITA	United States	1935079	OTB Acquisition LLC	Registered
ON THE BORDER MEXICAN CAFÉ	United States	1954702	OTB Acquisition LLC	Registered
 ON THE BORDER MEXICAN CAFÉ (& design)	United States	1954703	OTB Acquisition LLC	Registered
OTB ORIGINAL	United States	1958891	OTB Acquisition LLC	Registered

Mark	Country	Registration / Application No.	Registered Owner	Status
 FAJITA GRILL (& design)	United States	3181007	OTB Acquisition LLC	Registered
ORIGINAL MELTDOWN	United States	2027131	OTB Acquisition LLC	Registered
OTB MELTDOWN	United States	3381522	OTB Acquisition LLC	Registered
THE ULTIMATE FAJITA	United States	2240856	OTB Acquisition LLC	Registered
BORDER BUDDIES	United States	2240868	OTB Acquisition LLC	Registered
 BORDER BUDDIES (& design)	United States	2240879	OTB Acquisition LLC	Registered
CLUB CANTINA	United States	4417407	OTB Acquisition LLC	Registered
 ON THE BORDER MEXICAN GRILL & CANTINA (& design)	United States	2482291	OTB Acquisition LLC	Registered
ON THE BORDER MEXICAN GRILL & CANTINA	United States	2506151	OTB Acquisition LLC	Registered
GUACTINI	United States	86417695	OTB Acquisition LLC	Pending
ON THE BORDER MEXICAN GRILL & CANTINA	United States	4687934	OTB Acquisition LLC	Registered
LIME LIFE	United States	87827736	OTB Acquisition LLC	Pending
ANY EXCUSE TO FIESTA	United States	87596348	OTB Acquisition LLC	Pending
CINCO`RITA	United States	87449616	OTB Acquisition LLC	Pending
CINCO LIKE YOU MEAN IT	United States	5354801	OTB Acquisition LLC	Registered