

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784190

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PORTILLO'S HOT DOGS, LLC		02/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
Internal Address:	Fifth Third Center		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6750431	UNRIVALED CHICAGO STREET FOOD	
Registration Number:	6198106	FAMOUS FIVE	
Registration Number:	6118742	P	
Registration Number:	5842089	PORTILLO'S	
Registration Number:	5704476	GET TO KNOW US, GET TO LOVE US, GET OBSE	
Registration Number:	5582284	GET OBSESSED	
Registration Number:	5524950	P	
Registration Number:	4894705	PORTILLO'S BEEF BURGERS SALADS	
Registration Number:	4894704	PORTILLO'S HOT DOGS BEEF BURGERS SALADS	
Registration Number:	2773061	PORTILLO'S HOME KITCHEN	
Registration Number:	2749443	THE PORTILLO RESTAURANT GROUP	
Registration Number:	2651069	PORTILLO'S FOOD SERVICE	
Registration Number:	1979321	PORTILLO'S HOT DOGS BURGERS BEEF	
Registration Number:	1948600	BARNELLI'S	
Registration Number:	1413771	PORTILLO'S HOTDOGS BEEF BURGERS BEER	
Registration Number:	1265306	PORTILLO'S	
Registration Number:	1165025	PORTILLO'S HOT DOGS	
Serial Number:	97474602	BEEF BUS	

OP \$490.00 6750431

Property Type	Number	Word Mark
Serial Number:	97396285	GARDEN DOG

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	422311.000763
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	02/02/2023

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of February 2, 2023, by PORTILLO'S HOT DOGS, LLC, a Delaware limited liability Company (the "**Grantor**"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "**Administrative Agent**").

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of February 2, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor (collectively, the "**Trademark Collateral**"): Trademarks of the Grantor listed on Schedule I attached hereto, all goodwill associated with such Trademarks and all Proceeds of the foregoing.

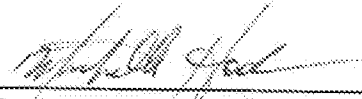
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

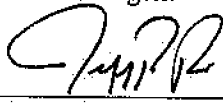
PORTILLO'S HOT DOGS, LLC

By: 

Name: Michelle Hook

Title: Chief Financial Officer

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Jeff P. Poe
Title: Managing Director

[Trademark Security Agreement]

TRADEMARK
REEL: 007959 FRAME: 0573

Schedule I
Trademark Registrations and Use Applications

Registrations:

Mark	Reg. No.	Reg. Date
UNRIVALED CHICAGO STREET FOOD	6750431	06/07/2022
FAMOUS FIVE	6198106	11/17/2020
P (Stylized)	6118742	08/04/2020
PORTILLO'S (Stylized)	5842089	08/27/2019
GET TO KNOW US, GET TO LOVE US, GET OBSESSED	5704476	03/19/2019
GET OBSESSED	5582284	10/09/2018
P and Design	5524950	07/24/2018
PORTILLO'S BEEF BURGERS SALADS	4894705	02/02/2016
PORTILLO'S HOT DOGS BEEF BURGERS SALADS	4894704	02/02/2016
PORTILLO'S HOME KITCHEN and Design	2773061	10/14/2003
THE PORTILLO RESTAURANT GROUP and Design	2749443	08/12/2003
PORTILLO'S FOOD SERVICE and Design	2651069	11/19/2002
PORTILLO'S HOT DOGS BURGERS BEEF and Design	1979321	06/11/1996
BARNELLI'S	1948600	01/16/1996
PORTILLO'S HOTDOGS BEEF BURGERS BEER (Stylized)	1413771	10/14/1986
PORTILLO'S	1265306	01/24/1984
PORTILLO'S HOT DOGS and Design	1165025	08/11/1981

Applications:

Mark	Appl. No.	Filing Date
BEEF BUS	97474602	06/24/2022
GARDEN DOG	97396285	05/05/2022