

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM849381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks recorded at Reel 7129/Frame 0676		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortress Credit Corp.		10/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pollo Operations, Inc.		
Street Address:	14800 Landmark Boulevard, Suite 500		
Internal Address:	c/o Fiesta Restaurant Group, Inc.		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	6199226	POLLO TROPICAL PANTRY	
Registration Number:	6029130	BONGO BOWLS	
Registration Number:	6028975	POLLO TROPICAL CHICKEN ON THE GRILL	
Registration Number:	5979926	POLLO BITES	
Registration Number:	5946463	CRISPY POLLO BITES	
Registration Number:	6053890	MY POLLO	
Registration Number:	5840314	MY POLLO	
Registration Number:	6053891	MY POLLO	
Registration Number:	6053892	MY POLLO	
Registration Number:	6119481	POLLotime	
Registration Number:	6119480	POLLotime	
Registration Number:	6053888	POLLOTROPICAL CITRUS MARINATED CHICKEN	
Registration Number:	6053889	POLLOTROPICAL CITRUS MARINATED CHICKEN	
Registration Number:	5763897	POLLO TROPICAL EXPRESS	
Registration Number:	5891608	POLLO TROPICAL EXPRESS	
Registration Number:	5891609	POLLO TROPICAL EXPRESS	
Registration Number:	4993103	BEACHMAS	
Registration Number:	1961247	CHICKEN ON THE GRILL	

CH \$890.00 6199226

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2009396	
Registration Number:	4371831	LIFE'S BETTER UNDER THE PALM
Registration Number:	4419868	
Registration Number:	4998193	
Registration Number:	3917248	POLLO REWARDS
Registration Number:	5240058	POLLO REWARD\$
Registration Number:	1795420	POLLO TROPICAL
Registration Number:	4236371	POLLO TROPICAL
Registration Number:	3634216	POLLO TROPICAL CHICKEN ON THE GRILL
Registration Number:	4798750	POLLO TROPICAL CHICKEN ON THE GRILL
Registration Number:	4711758	TROPICAL LITE MENU
Registration Number:	2579304	TROPICHILLER
Registration Number:	3653926	TROPICHOP
Registration Number:	2162161	TROPICHOPS
Serial Number:	88880380	POLLO PANTRY
Serial Number:	88902831	POLLO TROPICAL PANTRY OUR CHICKEN. YOUR
Serial Number:	87982422	IT'S POLLO TIME!

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	31723-00001
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	10/27/2023

Total Attachments: 7

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is dated as of October 27, 2023 (the “Release Date”), by FORTRESS CREDIT CORP., as administrative agent and collateral agent for the Secured Parties (as defined in the Credit Agreement) (in such capacity, the “Agent”), for the benefit of POLLO OPERATIONS, INC., a Florida corporation (the “Grantor”).

WHEREAS, the Grantor has entered into that certain (i) Security Agreement, dated as of November 23, 2020, in favor of the Agent and (ii) Trademark Security Agreement, dated as of November 23, 2020 in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent a security interest in and to all of its right, title and interest in, to and under all of the Trademark Collateral of the Grantor, including, without limitation, those trademarks referred to on Schedule I hereto;

WHEREAS, the Agent has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral, the Trademark Security Agreement was recorded by the USPTO on December 8, 2020 at Reel 7129, Frame 0676;

WHEREAS, the Grantor has been released from all obligations under the Credit Agreement and all liens granted to the Agent on the assets of the Grantor have been released and the Grantor has requested that the Agent release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby, without any representation and warranty and without any recourse (a) terminates the Liens (as defined in the Credit Agreement) and security interests created under the Trademark Security Agreement in the Trademark Collateral, (b) releases its security interest in the Trademark Collateral, (c) discharges any and all rights, title and interest it has in and the security interest granted to the Agent in the Trademark Collateral, (d) terminates the Trademark Security Agreement, and (e) assigns, grants and conveys to the Grantor any and all of Agent’s right, title and interest in and to the Trademark Collateral.

2. Recordation of Release. The Agent understands and agrees that this Release shall be recorded by or for the Grantor with the USPTO.

3. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

FORTRESS CREDIT CORP., as Agent




By: SB
Name: Brad Bailey
Title: Authorized Signatory







TRADEMARK RELEASE (POLLO OPERATIONS)
SIGNATURE PAGE



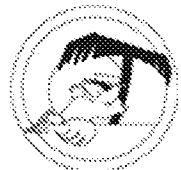



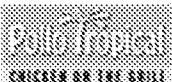
TRADEMARK
REEL: 008241 FRAME: 0462


Schedule I

Registered Trademarks


Name of Grantor/Registered Owner	Jurisdiction	Registration No.	Registration Date	Mark
Pollo Operations	US	6199226	11/17/2020	POLLO TROPICAL PANTRY
POLLO OPERATIONS	US	6029130	04/07/2020	BONGO BOWLS
POLLO OPERATIONS	US	6028975	04/07/2020	
POLLO OPERATIONS	US	5979926	02/04/2020	POLLO BITES
POLLO OPERATIONS	US	5946463	12/24/2019	CRISPY POLLO BITES
POLLO OPERATIONS	US	6053890	May 12, 2020	MY POLLO
POLLO OPERATIONS	US	5840314	Aug. 20, 2019	MY POLLO
POLLO OPERATIONS	US	6053891	May 12, 2020	MY POLLO & Design (b&w) 
POLLO OPERATIONS	US	6053892	May 12, 2020	MY POLLO & Design (color) 
POLLO OPERATIONS	US	6119481	Aug 4, 2020	POLLO TIME & Design (b&w)

				
POLLO OPERATIONS	US	6119480	Aug 4, 2020	POLLO TIME & Design (color) 
POLLO OPERATIONS	US	6053888	May 12, 2020	POLLO TROPICAL CITRUS MARINATED CHICKEN & Design (b&w) 
POLLO OPERATIONS	US	6053889	May 12, 2020	POLLO TROPICAL CITRUS MARINATED CHICKEN & Design (color) 
POLLO OPERATIONS	US	5763897	May 28, 2019	POLLO TROPICAL EXPRESS
POLLO OPERATIONS	US	5891608	Oct. 22, 2019	POLLO TROPICAL EXPRESS & Design 
POLLO OPERATIONS	US	5891609	Oct. 22, 2019	POLLO TROPICAL EXPRESS & Design 
POLLO OPERATIONS	US	4,993,103	7/5/2016	BEACHMAS

POLLO OPERATIONS	US	1,961,247	03/12/1996	CHICKEN ON THE GRILL
POLLO OPERATIONS	US	2,009,396	10/22/1996	Design Only 
POLLO OPERATIONS	US	4,371,831	07/23/2013	LIFE'S BETTER UNDER THE PALM
POLLO OPERATIONS	US	4,419,868	10/15/2013	Miscellaneous Design 
POLLO OPERATIONS	US	4,998,193	7/12/2016	Miscellaneous Design 
POLLO OPERATIONS	US	3,917,248	02/08/2011	POLLO REWARDS
POLLO OPERATIONS	US	5,240,058	07/11/2017	POLLO REWARDS & Design 
POLLO OPERATIONS	US	1,795,420	09/28/1993	POLLO TROPICAL
POLLO OPERATIONS	US	4,236,371	11/06/2012	POLLO TROPICAL & Design 
POLLO OPERATIONS	US	3,634,216	07/09/2009	POLLO TROPICAL CHICKEN ON THE GRILL & Design 
POLLO OPERATIONS	US	4,798,750	08/25/2015	POLLO TROPICAL CHICKEN ON THE GRILL & Design 

POLLO OPERATIONS	US	4,711,758	03/31/2015	TROPICAL LITE MENU & Design 
POLLO OPERATIONS	US	2,579,304	06/11/2002	TROPICHILLER
POLLO OPERATIONS	US	3,653,926	07/14/2009	TROPICHOP
POLLO OPERATIONS	US	2,162,161	06/02/1998	TROPICHOPS

Pending Trademark Applications

Name of Grantor/Registered Owner	Jurisdiction	App. No.	App. Date	Mark
Pollo Operations	US	88880380	04/21/2020	POLLO PANTRY
Pollo Operations	US	88902831	05/06/2020	
POLLO OPERATIONS	US	87982422	11/7/2017	IT'S POLLO TIME! (Child)