

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks recorded at Reel 7126/Frame 0584		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortress Credit Corp.		10/27/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fiesta Restaurant Group, 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: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4247044	FIESTA RESTAURANT GROUP	
Registration Number:	4532826	FIESTA RESTAURANT GROUP, INC.	
Registration Number:	4514466		
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>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.</i>			
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: 4			

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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 FIESTA RESTAURANT GROUP, INC., a Delaware 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 7126, Frame 0584;

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: 
Name: Brad Bailey
Title: Authorized Signatory

TRADEMARK RELEASE (FRG)
SIGNATURE PAGE

TRADEMARK
REEL: 008241 FRAME: 0535

Schedule I

Registered Trademarks

Name of Grantor/Registered Owner	Jurisdiction	Registration No.	Registration Date	Mark
Fiesta Restaurant Group, Inc.	US	4247044	November 20, 2012	FIESTA RESTAURANT GROUP
Fiesta Restaurant Group, Inc.	US	4532826	May 20, 2014	FIESTA RESTAURANT GROUP, INC. and Design 
Fiesta Restaurant Group, Inc.	US	4514466	April 15, 2014	Design Only 

Pending Trademark Applications

None.