

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIESTA RESTAURANT GROUP, INC.		10/30/2023	Corporation: DELAWARE
POLLO OPERATIONS, INC.		10/30/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	CCP AGENCY, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	360 S. Rosemary Ave, Suite 1700		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	98166916	IT DOESN'T GET ANY MORE CUBAN THAN THIS!	
Registration Number:	6762290	LA PALMITA COCKTAIL CO	
Registration Number:	6623229	POLLO PANTRY	
Registration Number:	6817398	MY POLLO REWARDS	
Registration Number:	6817397	MY POLLO REWARDS	
Registration Number:	5979926	POLLO BITES	
Registration Number:	5946463	CRISPY POLLO BITES	
Registration Number:	6119481	POLLOTIME	
Registration Number:	6119480	POLLOTIME	
Registration Number:	6053888	POLLOTROPICAL CITRUS MARINATED CHICKEN	
Registration Number:	6053889	POLLOTROPICAL CITRUS MARINATED CHICKEN	
Registration Number:	6053892	MY POLLO	
Registration Number:	6053891	MY POLLO	
Registration Number:	6053890	MY POLLO	
Registration Number:	6028975	POLLO TROPICAL CHICKEN ON THE GRILL	
Registration Number:	6029130	BONGO BOWLS	
Registration Number:	5840314	MY POLLO	
Registration Number:	6185608	POLLO TIME!	

OP \$990.00 98166916

Property Type	Number	Word Mark
Registration Number:	5763897	POLLO TROPICAL EXPRESS
Registration Number:	5891608	POLLO TROPICAL EXPRESS
Registration Number:	5891609	POLLO TROPICAL EXPRESS
Registration Number:	1961247	CHICKEN ON THE GRILL
Registration Number:	2009396	
Registration Number:	4371831	LIFE'S BETTER UNDER THE PALM
Registration Number:	4419868	
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:	4673307	SAUCING ISLAND
Registration Number:	2579304	TROPICHILLER
Registration Number:	3653926	TROPICHOP
Registration Number:	2162161	TROPICHOPS
Registration Number:	6199226	POLLO TROPICAL PANTRY
Registration Number:	6209855	POLLO TROPICAL PANTRY OUR CHICKEN. YOUR
Registration Number:	4247044	FIESTA RESTAURANT GROUP
Registration Number:	4532826	FIESTA RESTAURANT GROUP, INC.
Registration Number:	4514466	

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6913.128

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 10/30/2023

Total Attachments: 28

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2023, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CCP Agency, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 30, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Fiesta Holdings, LLC, a Delaware limited liability company (the "Initial Borrower"), the other Borrowers (if any) party thereto (together with the Initial Borrower, the "Borrowers"), the other Loan Parties, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 30, 2023 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Guaranty and Security Agreement) of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property (as defined in the Guaranty and Security Agreement); provided, further, that if and when any Property referred to in this Trademark Security Agreement shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement 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.

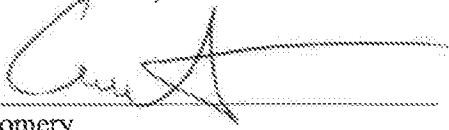
[SIGNATURE PAGES FOLLOW]

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

FIESTA RESTAURANT GROUP, INC., as Grantor

By: *Dirk Montgomery*
Dirk Montgomery (Oct 29, 2023 14:11 EDT)
Name: Dirk Montgomery
Title: Chief Executive Officer

POLLO OPERATIONS, INC., as Grantor

By: 
Name: Dirk Montgomery
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CCP AGENCY, LLC, as Administrative Agent

By: Comvest Capital Advisors LLC, its Sole Member




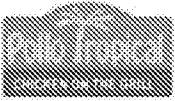

By: _____
Name: **Greg Reynolds**
Title: **Partner**






DocuSigned by:
Greg Reynolds
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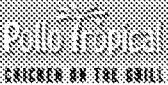


**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**


UNITED STATES REGISTERED TRADEMARKS

Service Mark / Trademark	Serial No.	Registration No.	Registration Date	Owner
LA PALMITA COCKTAIL CO.	90632148	6762290	Jun. 14, 2022	Pollo Operations, Inc.
POLLO PANTRY	88880380	6623229	Jan. 18, 2022	Pollo Operations, Inc.
MY POLLO REWARDS	90527023	6817398	Aug. 16, 2022	Pollo Operations, Inc.
	90527021	6817397	Aug. 16, 2022	Pollo Operations, Inc.
POLLO BITES	88161410	5,979,926	Feb. 04, 2020	Pollo Operations, Inc.
CRISPY POLLO BITES	88158337	5,946,463	Dec. 24, 2019	Pollo Operations, Inc.
POLLO TIME & Design (b&w) 	87918318	6119481	Aug. 04, 2020	Pollo Operations, Inc.
POLLO TIME & Design (color) 	87918312	6119480	Aug. 04, 2020	Pollo Operations, Inc.
POLLO TROPICAL CITRUS MARINATED CHICKEN & Design (b&w) 	87918227	6,053,888	May 12, 2020	Pollo Operations, Inc.

Service Mark / Trademark	Serial No.	Registration No.	Registration Date	Owner
POLLO TROPICAL CITRUS MARINATED CHICKEN & Design (color) 	87918239	6,053,889	May 12, 2020	Pollo Operations, Inc.
	87918324	6,053,892	May 12, 2020	Pollo Operations, Inc.
	87918301	6,053,891	May 12, 2020	Pollo Operations, Inc.
MY POLLO (word mark)	87918284	6,053,890	May 12, 2020	Pollo Operations, Inc.
	88619680	6,028,975	Apr. 07, 2020	Pollo Operations, Inc.
BONGO BOWLS	88625509	6,029,130	Apr. 07, 2020	Pollo Operations, Inc.
MY POLLO	87674766	5840314	Aug. 20, 2019	Pollo Operations, Inc.
POLLO TIME!	87982471	6185608	Oct. 27, 2020	Pollo Operations, Inc.
POLLO TROPICAL EXPRESS	87150927	5763897	May 28, 2019	Pollo Operations, Inc.
POLLO TROPICAL EXPRESS & Design 	87150935	5891608	Oct. 22, 2019	Pollo Operations, Inc.

Service Mark / Trademark	Serial No.	Registration No.	Registration Date	Owner
POLLO TROPICAL EXPRESS & Design 	87150946	5891609	Oct. 22, 2019	Pollo Operations, Inc.
CHICKEN ON THE GRILL	74352238	1,961,247	Mar. 12, 1996	Pollo Operations, Inc.
Design Only 	74590740	2,009,396	Oct. 22, 1996	Pollo Operations, Inc.
LIFE'S BETTER UNDER THE PALM	85794345	4,371,831	Jul. 23, 2013	Pollo Operations, Inc.
Miscellaneous Design 	85793753	4,419,868	Oct. 15, 2013	Pollo Operations, Inc.
POLLO REWARDS & Design 	87187853	5,240,058	Jul. 11, 2017	Pollo Operations, Inc.
POLLO TROPICAL	74352237	1,795,420	Sep. 28, 1993	Pollo Operations, Inc.
POLLO TROPICAL & Design 	85449739	4,236,371	Nov. 06, 2012	Pollo Operations, Inc.

Service Mark / Trademark	Serial No.	Registration No.	Registration Date	Owner
POLLO TROPICAL CHICKEN ON THE GRILL & Design 	77537914	3,634,216	Jun. 09, 2009	Pollo Operations, Inc.
POLLO TROPICAL CHICKEN ON THE GRILL & Design 	86483058	4,798,750	Aug. 25, 2015	Pollo Operations, Inc.
SAUCING ISLAND	86352154	4,673,307	Jan. 13, 2015	Pollo Operations, Inc.
TROPICHILLER	75722459	2,579,304	Jun. 11, 2002	Pollo Operations, Inc.
TROPICHOP	77620202	3,653,926	Jul. 14, 2009	Pollo Operations, Inc.
TROPICHOPS	75317706	2,162,161	Jun. 02, 1998	Pollo Operations, Inc.
POLLO TROPICAL PANTRY	88880378	5,199,226	Nov. 17, 2020	Pollo Operations, Inc.
POLLO TROPICAL PANTRY OUR KITCHEN. YOUR KITCHEN. & Design 	88902831	5,209,855	Dec. 01, 2020	Pollo Operations, Inc.
FIESTA RESTAURANT GROUP	85404392	4247044	November 20, 2012	Fiesta Restaurant Group, Inc.
FIESTA RESTAURANT GROUP, INC. and Design 	86060601	4532826	May 20, 2014	Fiesta Restaurant Group, Inc.

Service Mark / Trademark	Serial No.	Registration No.	Registration Date	Owner
Design Only 	86060378	4514466	April 15, 2014	Fiesta Restaurant Group, Inc.

UNITED STATES TRADEMARK APPLICATIONS

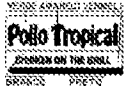

Service Mark / Trademark	Serial No.	Application No.	Application or Registration Date	Owner
IT DOESN'T GET ANY MORE CUBAN THAN THIS!		98166916	09/06/23	Pollo Operations, Inc.

INTERNATIONAL REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS




Country	Trademark	Status	Reg. No.	Goods	Owner
Anguilla	Miscellaneous Design (Chicken Under the Palm)	Registered	4853	043 Restaurant services	Pollo Operations, Inc.
Anguilla	POLLO TROPICAL	Registered	4855	029 Prepared entrees consisting primarily of meat, fish, poultry or vegetables in 043 Restaurant services	Pollo Operations, Inc.
Anguilla	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color)	Registered	4854	029 Prepared entrees consisting primarily of meat, fish, poultry or vegetables in 043 Restaurant services in Class	Pollo Operations, Inc.


Anguilla	TROPICHOP	Registered	4856	029 Prepared entrees consisting primarily of rice and meat, fish, poultry or vegetables	Pollo Operations, Inc.
Argentina	POLLO TROPICAL	Registered	2028455	43 Int.	Pollo Operations, Inc.
Argentina	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	2028456	42 Int.	Pollo Operations, Inc.
Aruba	POLLO TROPICAL	Registered	21739	42 Int.	Pollo Operations, Inc.
Aruba		Registered	28643	029 and 043	Pollo Operations, Inc.
Aruba	POLLO TROPICAL	Registered	28644		Pollo Operations, Inc.
Aruba	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	29942	043	Pollo Operations, Inc.
Aruba		Registered	21738	42 Int.	Pollo Operations, Inc.
Aruba	TROPICHOP	Registered	20600	29 Int.	Pollo Operations, Inc.
Aruba	TROPICHOP 	Registered	21740	42 Int.	Pollo Operations, Inc.


BES Islands	POLLO TROPICAL	Registered	4955	43 Int. Restaurant services.	Pollo Operations, Inc.
BES Islands	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	4919	43 Int. Restaurant services.	Pollo Operations, Inc.
BES Islands	TROPICHOPS	Registered	4956	29 Int. Entries consisting primarily of meat, poultry, fish and game and vegetables with rice.	Pollo Operations, Inc.
Bahamas	POLLO TROPICAL	Registered	16617	42 Local	Pollo Operations, Inc.
Bahamas	POLLO TROPICAL CHICKEN ON THE GRILL	Registered	16627	42 Local	Pollo Operations, Inc.
Bahamas	TROPICHOPS	Registered	22170	Pollo Operations	Pollo Operations, Inc.
Barbados	TROPICHOP	Published Last Status Received : Published June 9, 2016 Filed: February 26, 2010	81026693	(Int'l Class: 29) Prepared entrees consisting primarily of rice and meat, fish, poultry or vegetables.	Pollo Operations, Inc.
Bolivia	POLLO TROPICAL	Registered	166985	(Int'l Class: 29) meat, fish, poultry and game; meat extracts; fruits and vegetables and legumes preserved, frozen, dried and cooked; jellies, jams, fruit sauces; eggs; milk	Pollo Operations, Inc.

				and milk products; edible oils and fats.	
Brazil	FRANGO TROPICAL	Registered	81971661 8	(Int'l Class: 029) Meat, poultry, eggs, fish, fruits, cereals, vegetables, fats and condiments in general.	Pollo Operations, Inc.
Brazil	POLLO TROPICAL Owner CARROLS CORPORATION	Registered	81971664 2	29-10 29-50	Pollo Operations, Inc.
Brazil	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color) 	Registered	81826369 5	43	Pollo Operations, Inc.
Brazil	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color) 	Registered	81971876 9	29-10 29-50	Pollo Operations, Inc.
Brazil	TROPIGRILL CHICKEN AND MORE	Registered	81971663 4	(Int'l Class: 38-60) food service.	Pollo Operations, Inc.
Brazil	TROPIGRILL CHICKEN AND MORE	Registered	81971662 6	(Int'l Class: 0) meats, poultry, eggs, fish, fruits, cereals, vegetables, fats and condiments in general.	Pollo Operations, Inc.

				meat, poultry and eggs for food. condiments, spices and food essences. meat, poultry and eggs for food. condiments, spices and food essences.	
Canada	POLLO TROPICAL	Registered	TMA491346	043 restaurant services.	Pollo Operations, Inc.
Canada	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	TMA499991	043 restaurant services.	Pollo Operations, Inc.
Cayman Islands	CHICKEN UNDER THE PALM TREE Design	Registered	2546169	42 Int.	Pollo Operations, Inc.
Cayman Islands	POLLO TROPICAL	Registered	2201543	42 Int.	Pollo Operations, Inc.
Cayman Islands	TROPICHOP	Registered	2201547	29 Int.	Pollo Operations, Inc.
Chile	<u>POLLO TROPICAL</u>	Registered	1119723	(Translation) (Int'l Class: 43) bar services, restaurant, soda fountain, tea room and food procurement in general.	Pollo Operations, Inc.
Chile	<u>CHIKEN TROPICAL</u> RN: 1119721 AN: 1091854	Registered	1119721	(Translation) (Int'l Class: 43) bar services, restaurant, soda fountain, tea room	Pollo Operations, Inc.




				and food procurement in general.	
Chile	<p>POLLO TROPICAL CHICKEN ON THE GRILL & Design (New green, yellow, red)</p>  <p>8.2109</p>	Registered	1291615	Services for providing food and drink; restaurant services; restaurants; bar services	Pollo Operations, Inc.
Chile	<p><u>POLLO TROPICAL CHICKEN ON THE GRILL and Design</u></p>  <p>RN: 870150 AN: 873916</p>	Registered	870150	(Int'l Class: 43) of restaurants.	Pollo Operations, Inc.
Chile	<p>POLLO TROPICAL & Design (B&W)</p>  <p>8.2111</p>	Registered	1291617	Services for providing food and drink; restaurant services; restaurants; bar services	Pollo Operations, Inc.



Chile	<u>POLLO TROPICAL CHICKEN ON THE GRILL and Design</u> 	Registered	1291616	(Int'l Class: 43) food and beverage supply services; restaurant services; restaurants; bar services	Pollo Operations, Inc.
Colombia	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	475419	(Int'l Class: 43) Restaurant services.	Pollo Operations, Inc.
Costa Rica	TROPICHOPS	Registered	118066	29 Int.	Pollo Operations, Inc.
Curacao	POLLO TROPICAL	Registered	10032	043 Restaurant services.	Pollo Operations, Inc.
Curacao	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	10031	043 Restaurant services.	Pollo Operations, Inc.
Curacao	TROPICHOPS	Registered	09991	29 Int.	Pollo Operations, Inc.
Dominican Republic	POLLO TROPICAL CITRUS MARINATED CHICKEN word mark (this mark had to be amended from POLLO TROPICAL to POLLO TROPICAL Citrus Marinated Chicken" in order to proceed in the DR)	Pending	2022-19061	043 Restaurant services.	Pollo Operations, Inc.



Dominican Republic	POLLO TROPICAL CITRUS MARINATED CHICKEN (& Design),	Pending	2022- 19062	29 Int. 043 Restaurant services.	Pollo Operations, Inc.
Ecuador	POLLO TROPICAL	Registered	2183	29 Int.	Pollo Operations, Inc.
Ecuador	POLLO TROPICAL	Registered	1086	43 Int.	Pollo Operations, Inc.
Ecuador	POLLO TROPICAL CHICKEN ON THE GRILL & Design 	Registered	731	29 Int.	Pollo Operations, Inc.
Ecuador	POLLO TROPICAL, INC.	Registered	166	29 Int.	Pollo Operations, Inc.
Ecuador	TROPICHOP	Registered	3561	29 Int.	Pollo Operations, Inc.
Ecuador	POLLO BITES	Registered	SENADI_ 2020_TI_ 4299	29	Pollo Operations, Inc.
Ecuador	POLLO BITES	Registered	SENADI_ 2020_TI_ 28056	43	Pollo Operations, Inc.

Ecuador	IT'S POLLO TIME!	Registered	SENADI_2020_TI_5307	29	Pollo Operations, Inc.
Ecuador	IT'S POLLO TIME!	Registered	SENADI_2020_TI_3960	43	Pollo Operations, Inc.
Ecuador	CRISPY POLLO BITES	Registered	SENADI_2020_TI_3293	Class 29	Pollo Operations, Inc.
Ecuador	CRISPY POLLO BITES	Registered	SENADI_2020_TI_21772	Class 43	Pollo Operations, Inc.
Ecuador	POLLO TROPICAL (CITRUS MARINATED CHICKEN) MAS DISEÑO	Registered	SENADI_2020_TI_19895	Class 43	Pollo Operations, Inc.
Ecuador	POLLO TROPICAL (CITRUS MARINATED CHICKEN) MAS DISEÑO	Registered	SENADI_2020_TI_3294	Class 029	Pollo Operations, Inc.
Ecuador	Palm design	Registered	SENADI_2020_TI_4294	Class 029	Pollo Operations, Inc.
Ecuador	Palm design	Registered	SENADI_2020_TI_25068	Class 043	Pollo Operations, Inc.
Egypt	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color)	Registered	31/1/2012	43 Int.	Pollo Operations, Inc.
France	CHICKEN UNDER THE PALM TREE Design	Registered	103735137	43 Int.	Pollo Operations, Inc.

France	POLLO TROPICAL	Registered	103734399	Prepared entrees of meat, fish, poultry, or vegetables in Class 29 Restaurant services in Class 43	Pollo Operations, Inc.
France		Registered	(16)4304059	Restaurant services (food).	Pollo Operations, Inc.
France	 <u>POLLO TROPICAL</u> <u>CHICKEN ON THE GRILL and Design</u>	Registered	(16)4303968	Restaurant services (food).	Pollo Operations, Inc.
France	 <u>POLLO TROPICAL</u> <u>CHICKEN ON THE GRILL and Design</u>	Registered	4304054	Restaurant services (food).	Pollo Operations, Inc.
France	 <u>CHICKEN ON THE GRILL</u>	Registered	(16)4303991	Restaurant services (food).	Pollo Operations, Inc.
France	TROPICHOP	Registered	103735147	29 Int.	Pollo Operations, Inc.
Grenada	POLLO TROPICAL	Registered	121 of 2010	42 Int.	Pollo Operations, Inc.

Grenada	TROPICHOPS	Registered	120 of 2010	29 Int.	Pollo Operations, Inc.
Guatemala	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	113786	42 Int.	Pollo Operations, Inc.
Guatemala	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color) 	Registered	207826	29 Int.	Pollo Operations, Inc.
Guatemala	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color) 	Registered	207287	43 Int.	Pollo Operations, Inc.
Guatemala	POLLO TROPICAL - TRADE NAME	Registered	17019	NA	Pollo Operations, Inc.
Guatemala	 TRADE NAME	Registered	17071	NA	Pollo Operations, Inc.
Guatemala	POLLO TROPICAL	Registered	198040	43 Int.	Pollo Operations, Inc.
Guatemala	POLLO TROPICAL	Registered	206992	29 Int.	Pollo Operations, Inc.

India	Pollo Tropical and Design and Design 	Registered	1282113	Int'l Class: 29) Prepared entrees consisting primarily of meat, fish, poultry or vegetables; meat, fish, poultry and game; meat extracts; preserved, dried and cooked fruits and vegetables; jellies, jams, fruit sauces; eggs, milk and milk products; edible oils and fats. (Int'l Class: 43) restaurant services, services for providing food and drink; temporary accommodation	Pollo Operations, Inc.
India	LIFE'S BETTER UNDER THE PALM	Registered	1428528	Restaurant services.	Pollo Operations, Inc.
Int'l Registration - Madrid Protocol Only	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color)	Registered	1142454	43 Int.	Pollo Operations, Inc.
Jamaica	POLLO TROPICAL	Registered	31867	29 Int.	Pollo Operations, Inc.
Lebanon	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color) 	Registered	121605	29 Int., 43 Int.	Pollo Operations, Inc.
Malaysia	POLLO TROPICAL	Registered	2010008249	Prepared entrees consisting primarily of meat, fish, poultry or vegetables	Pollo Operations, Inc.

Malaysia	POLLO TROPICAL	Registered	20100082 47	Services for providing food and drink; temporary accommodation; restaurant services; all included in Class 43	Pollo Operations, Inc.
Malaysia	POLLO TROPICAL CHICKEN ON THE GRILL & Design 	Registered	20100082 51	Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs, milk and milk products; edible oils and fats; prepared entrees consisting primarily of meat, fish, poultry or vegetables; all included in Class 29	Pollo Operations, Inc.
Malaysia	POLLO TROPICAL CHICKEN ON THE GRILL & Design 	Registered	20100082 50	Restaurant services in Class 43	Pollo Operations, Inc.
Malaysia	TROPICHOP	Registered	20100082 52	29 Int.	Pollo Operations, Inc.
Mexico	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color) 8.2003	Registered	1713766	43 Int.	Pollo Operations, Inc.
Mexico	POLLO TROPICAL 8.2004	Registered	1713767	43 Int.	Pollo Operations, Inc.

Mexico	POLLO TROPICAL CHICKEN ON THE GRILL (word) 8.2005	Registered	1713768	43 Int.	Pollo Operations, Inc.
Mexico	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color) (arch) 8.2006	Registered	1653920	43 Int.	Pollo Operations, Inc.
Mexico	POLLO TROPICAL CHICKEN ON THE GRILL & Design (big blue) 8.2007	Registered	1653921	43 Int.	Pollo Operations, Inc.
Panama	POLLO TROPICAL	Registered	76713	42 Int.	Pollo Operations, Inc.
Panama	POLLO TROPICAL CHICKEN ON THE GRILL & Design 	Registered	76714	42 Int.	Pollo Operations, Inc.
Peru	POLLO TROPICAL	Registered	75188	29 Int.	Pollo Operations, Inc.
Peru	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	6636	42 Int.	Pollo Operations, Inc.

St. Lucia	CHICKEN UNDER THE PALM TREE Design	Registered	TM/2010/000212	43 Int.	Pollo Operations, Inc.
St. Lucia	POLLO TROPICAL	Registered	TM/2010/000208	29 Int., 43 Int.	Pollo Operations, Inc.
St. Lucia	POLLO TROPICAL CHICKEN ON THE GRILL & Design (Color)	Registered	TM/2010/000210	29 Int., 43 Int.	Pollo Operations, Inc.
St. Lucia	TROPICHOP	Registered	TM/2010/000213	29 Int.	Pollo Operations, Inc.
Suriname	Pollo Tropical	Registered	26897	29	Pollo Operations, Inc.
Suriname	POLLO TROPICAL Device	Registered	26898	029	Pollo Operations, Inc.
Suriname	POLLO TROPICAL CHICKEN ON THE GRILL Device	Registered	26899	029	Pollo Operations, Inc.
Suriname	POLLO TROPICAL CHICKEN ON THE GRILL Device	Registered	26900	029	Pollo Operations, Inc.
United Kingdom	POLLO TROPICAL	Registered	2201543	Restaurant services.	Pollo Operations, Inc.
United Kingdom	POLLO TROPICAL	Registered	2547681	(Int'l Class: 29) Prepared entrées consisting primarily of meat, fish, poultry or vegetables. (Int'l Class: 43) Services for providing food and drink; temporary accommodation; restaurant, bar and	Pollo Operations, Inc.

				catering services; provision of holiday accommodation; booking and reservation services for restaurants and holiday accommodation; retirement home services; creche services.	
United Kingdom	POLLO TROPICAL CHICKEN ON THE GRILL & Design	Registered	2201552	Restaurant services.	Pollo Operations, Inc.
United Kingdom	TROPICHOPS	Registered	2201547	Entrees consisting primarily of meat and vegetables with rice.	Pollo Operations, Inc.
United Kingdom	BONGO BOWLS	Registered	3028964	029 Prepared entrees consisting primarily of meat and vegetables with rice; meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs; milk and milk products; edible oils and fats.	Pollo Operations, Inc.
United Kingdom	POLLO TROPICAL and Design	Registered	3028967		Pollo Operations, Inc.
United Kingdom	LIFE'S BETTER UNDER THE PALM	Registered	3028965	29 Int., 43 Int.	Pollo Operations, Inc.

REGISTERED IP LICENSES

1. Guyana International Multi-Unit Development Agreement, dated July 5, 2016, by and between Pollo Franchise, Inc., and RobCar Investments, Inc., as amended by the Addendum to International Multi-Unit Development Agreement, dated September 30, 2020.

2. Curacao International Multi-Unit Development Agreement, dated December 3, 2020, by and between Pollo Franchise, Inc. and Tropical Foods B.V., as amended by the Addendum to Development Agreement, dated December 3, 2020.
3. Pollo Tropical Area Development Agreement, dated October 25, 1994, by and between Pollo Franchise, Inc., and PT, Inc., as amended by the Modification of Development Schedule in Area Development Agreement and Royalty Deferral under Franchise Agreements, dated July 28, 2000, the Letter Agreements for the Modification of Development Schedule in Area Development, dated May 28, 2003, August, 4, 2004, June 22, 2006, and October 24, 2007, and the Letter Agreements, dated March 16, 2005, and October 17, 2006.
4. U.S. Master Framework Agreement for Uber Eats, dated February 17, 2020, by and between Portier, LLC and Fiesta Restaurant Group, Inc.
5. License Agreement, dated June 24, 2009, by and between Pollo Franchise, Inc., and Aramark Food and Support Services Group, Inc., as renewed by the Pollo Tropical License Agreement, dated June 25, 2014.
6. License Agreement, dated March 4, 2013, by and between Pollo Franchise, Inc. and Aramark Food and Support Services Group, Inc., as amended by the Amendment to License Agreement, dated December 31, 2018, the First Amendment to License Agreement, dated April 4, 2019, and the Second Amendment to License Agreement, dated June 16, 2023.
7. License Agreement, dated September 10, 2021, by and between Pollo Franchise, Inc. and Boston Culinary Group, Inc., d/b/a Centerplate.
8. Franchise Agreement, dated August 8, 2019, by and between Pollo Franchise, Inc. and Compass Group USA, Inc., as amended by the Non-Traditional Facility Addendum to Franchise Agreement, dated August 8, 2019.
9. Franchise Agreement, dated September 24, 2019, by and between Pollo Franchise, Inc. and Compass Group USA, Inc., as amended by the Non-Traditional Facility Addendum to Franchise Agreement, dated September 24, 2019.
10. Franchise Agreement, effective as of June 7, 2019, by and between Pollo Franchise, Inc. and Compass Group USA, Inc., as amended by the Non-Traditional Facility Addendum to Franchise Agreement, effective as of June 7, 2019.
11. License Agreement, dated July 11, 2018, by and between Pollo Franchise, Inc. and Compass Group USA, Inc.
12. License Agreement, dated 2015, by and between Pollo Franchise, Inc. and IMC Hospitality, LLC.
13. License Agreement, dated November 19, 2021, by and between Pollo Franchise, Inc. and Levy Premium Foodservice Limited Partnership, as amended by the First Amendment to License Agreement, dated August 8, 2022.

14. International Franchise Agreement, dated December 31, 2007, by and between Pollo Franchise, Inc., and PT Grand Bahama Limited.
15. Franchise Agreement, dated October 10, 2019, by and among Pollo Franchise, Inc., Global Restaurants S.A., as amended by the Non-Traditional Facility Addendum to Franchise Agreement, dated October 10, 2019.
16. Franchise Agreement, dated September 30, 2020, by and among Pollo Franchise, Inc., Global Restaurants S.A..
17. Franchise Agreement, dated June, 2019, by and among Pollo Franchise, Inc., Wenvi, Inc., Peter Kumpitch, Daniel Poganski, Tim Chin, Drew Hartman, Stan Chin, John Snedden, Kim Snedden, Tracy Olin, Steve Poganski, and David Poganski
18. Franchise Agreement, dated September 30, 2020, by and among Pollo Franchise, Inc., Camex Restaurants Inc., SEAF Caribbean, SME Growth Investments Limited, and Terrence Campbell, as amended by the Non-Traditional Facility Addendum to Franchise Agreement, dated September 30, 2020.
19. International Franchise Agreement, dated July 8, 2014, by and between Pollo Franchise, Inc. and Franquicias Tropicales Int. Corporation.
20. International Franchise Agreement, dated November 23, 2013, by and between Pollo Franchise, Inc. and Franquicias Tropicales Int. Corporation.
21. Franchise Agreement, dated March 5, 1996, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the First Amendment of Franchise Agreement, dated in January 2011, the Universal Amendment to Franchise Agreements, dated December 12, 2017, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
22. Franchise Agreement, dated June 7, 1996, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the First Amendment of Franchise Agreement, dated in January 2011, the Universal Amendment to Franchise Agreements, dated December 12, 2017, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
23. Franchise Agreement, dated August 5, 1996, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Addendum to Franchise Agreement, dated October 1, 1998, the First Amendment of Franchise Agreement, dated in January 2011, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
24. Franchise Agreement, dated December 5, 1995, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the First Amendment of Franchise Agreement, dated in January 2011, the Universal Amendment to Franchise Agreements, dated December 12, 2017, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.

25. Franchise Agreement, dated January 22, 1996, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the First Amendment of Franchise Agreement, dated in January 2011, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
26. Franchise Agreement, dated January 30, 1997, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Universal Amendment to Franchise Agreements, dated December 12, 2017, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
27. Franchise Agreement, dated April 30, 1997, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
28. Franchise Agreement, dated February 10, 1997, by and between Pollo Franchise, Inc. and PT, Inc.
29. Franchise Agreement, dated October 29, 1998, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Universal Amendment to Franchise Agreements, dated December 12, 2017, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
30. Franchise Agreement, dated February 11, 1999, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Universal Amendment to Franchise Agreements, dated December 12, 2017, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
31. Franchise Agreement, dated February 22, 1999, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Universal Amendment to Franchise Agreements, dated December 12, 2017, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
32. Franchise Agreement, dated March 6, 1999, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Universal Amendment to Franchise Agreements, dated December 12, 2017, the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
33. Franchise Agreement, dated May 11, 1999, by and between Pollo Franchise, Inc. and PT, Inc.
34. Franchise Agreement, dated July 24, 1999, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.

35. Franchise Agreement, dated April 5, 2004, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
36. Franchise Agreement, dated April 16, 2005, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
37. Franchise Agreement, dated November 29, 2005, by and between Pollo Franchise, Inc. and PT, Inc., as amended by the Second Universal Amendment to Franchise Agreements, dated September 28, 2022, and the Fifth Universal Amendment to Franchise Agreement, dated February 28, 2023.
38. Puerto Rico Second Universal Amendment to Franchise Agreements dated September 28, 2022.
39. Puerto Rico Third Universal Amendment to Franchise Agreements dated December 23, 2022.
40. Puerto Rico Fourth Universal Amendment to Franchise Agreements dated January 31, 2023.
41. Franchise Agreement and Addendum, dated August 3, 2022, by and between Pollo Franchise, Inc. and Aramark Food and Support Services Group, Inc.
42. Franchise Agreement and Addendum, dated July 1, 2022, by and between Pollo Franchise, Inc. and Global Restaurants S.A.
43. First Amendment to License Agreement, dated August 8, 2022, by and between Pollo Franchise, Inc. and Levy Premium FoodService Limited Partnership.
44. UF Franchise Agreement and Addendum, dated July 25, 2023, by and between Pollo Franchise, Inc. and Compass Group USA, Inc.