

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tijuana Flats Restaurants, LLC		07/31/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Regions Bank, as Agent		
Street Address:	1180 West Peachtree Street, Suite 1250		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4253417	BURRITO THURSDITO	
Registration Number:	3780720	FLAT HEADS	
Registration Number:	3041689	GIVE HEAT A CHANCE	
Registration Number:	2731322	GIVE HEAT A CHANCE	
Registration Number:	4550208	HOT BAR	
Registration Number:	3041685	HOT IS THE NEW COOL	
Registration Number:	4121439	KEEPIN' IT FRESH!	
Registration Number:	2830046	LET US ROLL YOU A FAT ONE	
Registration Number:	2970669	MAKE IT A POWER LITE	
Registration Number:	2806702	MAKE IT WET	
Registration Number:	4185328	NORRITO BOWL	
Registration Number:	3180290	ROCK OUT WITH YOUR GUAC OUT	
Registration Number:	3579969	SHARE THE LOVE. FEEL THE BURN.	
Registration Number:	4443444	TAKE ME TO YOUR EATER	
Registration Number:	3251679	THAT'S HOW WE ROLL	
Registration Number:	3292167	THAT'S HOW WE ROLL...	
Registration Number:	3781206	TIJUANA BANGIN' CHICKEN BURRITO	
Registration Number:	3054614	TIJUANA FLATS	
Registration Number:	3050888	TIJUANA FLATS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3050889	TIJUANA FLATS
Registration Number:	3062951	TIJUANA FLATS
Registration Number:	3638990	TIJUANA FLATS BURRITO CO.
Registration Number:	3173521	TIJUANA FLATS HOT
Registration Number:	3805968	TIJUANA FLATS MORNIN' MUNCHIES
Registration Number:	4146710	TIJUANA TRIO
Registration Number:	4542570	TIJUANA TUESDAZE
Registration Number:	3050299	WELCOME TO OUR WORLD
Registration Number:	2994160	WHO SAYS SIZE DOESN'T MATTER

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339042-15
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	08/05/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2015, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Regions Bank ("Regions Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 16, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Agent, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Regions Bank, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

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

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

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office), including, without limitation, those referred to on Schedule 1 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.

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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, subject to the terms of the Guaranty and Security Agreement, the 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.

Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit (or, as an alternative to cash collateral, receipt by the L/C Issuer of a backup Letter of Credit reasonably satisfactory to the L/C Issuer). Upon the termination of this Trademark Security Agreement, the Agent shall promptly execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

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.


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, the 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.

Very truly yours,

TIJUANA FLATS RESTAURANTS, LLC


By: 
Name: J. Camp Fitch
Title: President

Trademark Security Agreement (Tijuana Flats)

TRADEMARK
REEL: 005593 FRAME: 0770

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK,
as Agent

By: 
Name: Anh Nguyen
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

TRADEMARK	JURISDICTION	REGISTRATION DATE	REGISTRATION NUMBER
<u>BURRITO THURSDITO</u>	US	12/4/2012	4253417
<u>FLAT HEADS (and Design)</u>	US	4/27/2010	3780720
<u>GIVE HEAT A CHANCE</u>	US	1/10/2006	3041689
<u>GIVE HEAT A CHANCE</u>	US	7/1/2003	2731322
<u>HOT BAR</u>	US	6/17/2014	4550208
<u>HOT IS THE NEW COOL</u>	US	1/10/2006	3041685
<u>Keepin' it Fresh!</u>	US	4/3/2012	4121439
<u>LET US ROLL YOU A FAT ONE</u>	US	4/6/2004	2830046
<u>MAKE IT A POWER LITE</u>	US	7/19/2005	2970669
<u>MAKE IT WET</u>	US	1/20/2004	2806702
<u>NORRITO BOWL</u>	US	8/7/2012	4185328
<u>ROCK OUT WITH YOUR GUAC OUT</u>	US	12/5/2006	3180290
<u>SHARE THE LOVE. FEEL THE BURN.</u>	US	2/24/2009	3579969
<u>TAKE ME TO YOUR EATER</u>	US	12/3/2013	4443444
<u>THAT'S HOW WE ROLL (and Design)</u>	US	6/12/2007	3251679
<u>THAT'S HOW WE ROLL...</u>	US	9/11/2007	3292167
<u>TIJUANA BANGIN' CHICKEN BURRITO</u>	US	4/27/2010	3781206
<u>TIJUANA FLATS</u>	US	1/31/2006	3054614
<u>TIJUANA FLATS (and Design)</u>	US	1/24/2006	3050888
<u>TIJUANA FLATS (and Design)</u>	US	1/24/2006	3050889
<u>TIJUANA FLATS (and Design)</u>	US	2/28/2006	3062951
<u>TIJUANA FLATS BURRITO CO. (and Design)</u>	US	6/16/2009	3638990
<u>TIJUANA FLATS HOT (and Design)</u>	US	11/21/2006	3173521
<u>TIJUANA FLATS MORNIN' MUNCHIES</u>	US	6/22/2010	3805968
<u>TIJUANA TRIO</u>	US	5/22/2012	4146710
<u>TIJUANA TUESDAZE</u>	US	6/30/2014	4542570
<u>WELCOME TO OUR WORLD</u>	US	1/24/2006	3050299
<u>WHO SAYS SIZE DOESN'T MATTER</u>	US	9/13/2005	2994160

TRADEMARK APPLICATIONS

None.

IP LICENSES

None.