

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDM IP Holder, LLC		09/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC		
Street Address:	150 South Sixth Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90393760	LIVE BAJA	
Registration Number:	3816202	MONDITO BURRITO	
Registration Number:	4474864	MONDO BURRITO	
Registration Number:	5791644	TACO DEL MAR	
Registration Number:	3375300	TACODELMAR	
Registration Number:	4532326	TACO DEL MAR	
Registration Number:	1954511	TACO DEL MAR	
Registration Number:	3182961	TACO DEL MAR MONDO BURRITOS RIPPIN TACOS	
Registration Number:	4652311	WHERE BAJA LIVES!	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		
Address Line 1:	2050 Main Street, Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614-8255		
ATTORNEY DOCKET NUMBER:	39368-6		

CH \$240.00 90393760

NAME OF SUBMITTER:	Victor Santos
SIGNATURE:	/Victor Santos/
DATE SIGNED:	10/04/2021
Total Attachments: 11 source=REGO - Trademark Security Agreement [executed]#page1.tif source=REGO - Trademark Security Agreement [executed]#page2.tif source=REGO - Trademark Security Agreement [executed]#page3.tif source=REGO - Trademark Security Agreement [executed]#page4.tif source=REGO - Trademark Security Agreement [executed]#page5.tif source=REGO - Trademark Security Agreement [executed]#page6.tif source=REGO - Trademark Security Agreement [executed]#page7.tif source=REGO - Trademark Security Agreement [executed]#page8.tif source=REGO - Trademark Security Agreement [executed]#page9.tif source=REGO - Trademark Security Agreement [executed]#page10.tif source=REGO - Trademark Security Agreement [executed]#page11.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by TDM IP Holder, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of Acquiom Agency Services LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS the Grantor is party to a Guarantee and Collateral Agreement, dated as of July 30, 2021 (as supplemented by that certain Supplement No. 3, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”) among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, trade names, corporate names, domain names, company names, social media hashtags and identifiers, trade styles, trade dress, logos, designs, business names, fictitious business names, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”) (or any successor office) and trademark offices outside the United States, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof or any similar

offices outside the United States, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and all goodwill connected with the use thereof and symbolized thereby,

(ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral 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 Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO and other like trademark offices throughout the world record this Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, 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.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TDM IP HOLDER, LLC, as Grantor

By: 

Name: Anand Gowda

Title: Chairman

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007442 FRAME: 0106

Acknowledged and Agreed:

**ACQUIOM AGENCY SERVICES LLC, as
Administrative Agent**

By: J. Anderson
Name: Jennifer Anderson
Title: Director

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 007442 FRAME: 0107**

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT**

[Attached]

Schedule A

4162-5928-7089

**TRADEMARK
REEL: 007442 FRAME: 0108**

Trademark	Status	App Number	App Date	Client Ref Number	Due Dates
	Docket	Reg Number	Reg Date	All Actions	
BEACH TACO	Registered	1289697	06-Feb-2006		
Country: Canada	13163-0001/	TMA689646	13-Jun-2007	First Renewal	13-Jun-2022
Goods: Class : 43 Int. - Restaurant services					
DISCOVER YOUR INNER BAJA!	Registered	1305660	16-Jun-2006		
Country: Canada	13163-0002/	TMA695409	31-Aug-2007	First Renewal	31-Aug-2022
Goods: Class : 43 Int.					
(1) Restaurant services; take-out services; catering services.					
(2) Restaurant services providing food and drinks.					
LIVE BAJA	Pending	90/393760	18-Dec-2020		
Country: United States of America	13163-0019/			Resp to OA Due Today	17-Dec-2021
Goods: Class : 30 Int. - Southwestern and Mexican Style food products, namely, burritos, tacos, taco salads, quesadillas, enchiladas, cooked rice, salsas, taco chips, tortillas, nachos, Pico de Gallo sauce, taco seasoning, spices, spice blends, hot sauce					
Class : 43 Int. - Restaurant services, namely, providing of food and beverages for consumption on and off the premises					
MOJITO BURRITO	Registered	1289698	06-Feb-2006		
Country: Canada	13163-0010/	TMA689647	13-Jun-2007	First Renewal	13-Jun-2022
Goods: Class : 43 Int. - Restaurant services					
MONDITO BURRITO	Lapsed	13080604	06-Jul-2006		
Country: Canada	13163-0011/	TMA699653	29-Oct-2007		
Goods: (1) Tacos, burritos, nachos, tortilla chips, enchiladas, salads, beverages namely soft drinks, iced tea, coffee, juices namely fruit and vegetable juices, beer and wine					
(1) Restaurant services; take-out services; catering services.					
MONDITO BURRITO	Lapsed	77/597032	21-Oct-2008		
Country: United States of America	13163-0012/	3816202	13-Jul-2010		
Goods: Class : 30 Int. - Burritos					

Trademark	Status	Docket	App Number Reg Number	App Date Reg Date	Client Ref Number All Actions	Due Dates
MONDO BURRITO	Lapsed	13163-0013/	85/961949 4474864	17-Jun-2013 28-Jan-2014		
Country: United States of America						
Goods: Class : 30 Int. - Burritos						
Class : 43 Int. - Restaurant services						
RELEASE YOUR INNER BAJA!	Registered	13163-0003/	1305661 TMAA695405	16-Jun-2006 31-Aug-2007	First Renewal	31-Aug-2022
Country: Canada						
Goods: Class : 43 Int.						
(1) Restaurant services; take-out services; catering services.						
(2) Restaurant services providing food and drinks.						
TACO DEL MAR	Lapsed	13163-0004/	1193324 TMAA636680	10-Oct-2003 04-Apr-2005	Reg Expunged/Refile App?	28-Aug-2021
Country: Canada						
Goods: (1) Restaurant services, and franchising services, namely offering assistance in restaurant opening and operation.						
TACO DEL MAR	Registered	13163-0014/	87/861076 5791644	03-Apr-2018 02-Jul-2019	8&15 Decl Due Today 8&15 Decl + Surcharge Due First Renewal Sect 8 & 9 + Surcharge Due	02-Jul-2025 02-Jan-2026 02-Jul-2029 02-Jan-2030
Country: United States of America						
Goods: Class : 43 Int. - Restaurant services						
TACO DEL MAR (Stylized)	Registered	13163-0007/	1346825 TMAA737221	10-May-2007 31-Mar-2009	First Renewal	31-Mar-2024
Country: Canada						
Goods: Class : 43 Int. - Restaurant services						

13141-38

Trademark	Status	App Number	App Date	Client Ref Number	Due Dates
TACO DEL MAR (Stylized)	Registered	1751085	19-Oct-2015		
Country: Canada	Docket	Reg Number	Reg Date	All Actions	
		13163-0008/	15-Dec-2016		15-Dec-2031
Goods: Class : 29 Int. - Taco salads and guacamole		TMA958115		First Renewal	

Class : 30 Int. - Southwestern and Mexican Style food products, namely, burritos, tacos, quesadillas, enchiladas, cooked rice, salsas, taco chips, tortillas, nachos, Pico de Gallo sauce, taco seasoning, spices, spice blends, hot sauce

Class : 43 Int. - Restaurant services

13141-39

TACO DEL MAR

TACO DEL MAR (Stylized)	Registered	77/176917	09-May-2007		
Country: United States of America	Docket	Reg Number	Reg Date	All Actions	
		13163-0007/	29-Jan-2008		29-Jan-2028
Goods: Class : 43 Int. - Restaurant services				Next Renewal	

13141-38

TACO DEL MAR

Trademark	Status	App Number	App Date	Client Ref Number	Due Dates
-----------	--------	------------	----------	-------------------	-----------

TACO DEL MAR (Stylized)

Country: United States of America
 Docket: Lapsed
 13163-0016/ 85/966271 21-Jun-2013

Goods: Class : 29 Int. - taco salads and guacamole

Class : 30 Int. - Southwestern and Mexican Style food products, namely, burritos, tacos, taco salads, quesadillas, enchiladas, cooked rice, salsas, taco chips, tortillas, nachos, Pico de Gallo sauce, taco seasoning, spices, spice blends, hot sauce

Class : 43 Int. - Restaurant services

13141-47



TACO DEL MAR and Design

Country: Canada

Registered 1305654 16-Jun-2006
 13163-0006/ TMAA725679 09-Oct-2008

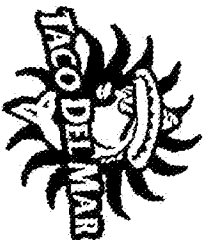
First Renewal

09-Oct-2023

Goods: (1) Tacos, burritos, nachos, tortilla chips, enchiladas, salads, beverages namely soft drinks, iced tea, coffee, juices, beer and wine.

- (1) Restaurant services; take-out services; catering services.
- (2) Restaurant services.

13141-37



Trademark	Status	App Number	App Date	Client Ref Number	Due Dates
	Docket	Reg Number	Reg Date	All Actions	
TACO DEL MAR and Design	Lapsed	74/588395	13-Oct-1994		
Country: United States of America	13163-0015/	1954511	06-Feb-1996	Not Renewed/Revive?	20-Aug-2021
Goods: Class : 42 Int. - Restaurant services					

TACO DEL MAR MISSION STYLE BURRITOS and Design	Registered	0798488	29-Nov-1995		
Country: Canada	13163-0005/	TMAA476629	22-May-1997	Next Renewal	22-May-2027
Goods: Class : 43 Int. - Restaurant services					
13141-36					



TACO DEL MAR MONDO BURRITOS RIPPIN TACOS	Registered	78/658725	27-Jun-2005		
Country: United States of America	13163-0017/	3182961	12-Dec-2006	Next Renewal	12-Dec-2026
Goods: Class : 43 Int. - Restaurant services					

WHERE BAJA LIVES!	Registered	1674097	24-Apr-2014		
Country: Canada	13163-0009/	TMAA904597	27-May-2015	First Renewal	27-May-2030
Goods: Class : 43 Int. - Restaurant services					

WHERE BAJA LIVES!	Lapsed	86/261156	24-Apr-2014		
Country: United States of America	13163-0018/	4652311	09-Dec-2014		
Goods: Class : 43 Int. - Restaurant services, namely, providing of food and beverages for consumption on and off the premises					