

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EL POLLO LOCO, INC.		07/27/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	900 W Trade Street		
Internal Address:	Mail Code: NC1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	6659647	AIR LOCO	
Registration Number:	6555823	BUY ONE, FEED MANY	
Registration Number:	6197232	L.A. MEX	
Registration Number:	6136459	ORIGINAL BRC BURRITO	
Registration Number:	6136458	BRC BURRITO	
Registration Number:	6035025	FEED THE FLAME	
Registration Number:	6028627	POLLO WITH PURPOSE	
Registration Number:	5956205	EL POLLO LOCO FRESH FROM THE GRILL	
Registration Number:	5921556	EL POLLO LOCO	
Registration Number:	5716971	EL POLLO LOCO	
Registration Number:	5588043		
Registration Number:	5509558	LOCO REWARDS	
Registration Number:	5341944	POLLO LOCO	
Registration Number:	5339353	POLLO ZONE	
Registration Number:	5267575	EL POLLO LOCO	
Registration Number:	5007578	YOU CAN'T RUSH FIRE-GRILLED PERFECTION	
Registration Number:	4343728	CRAZY YOU CAN TASTE	
Registration Number:	3331273	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC	

OP \$815.00 6659647

Property Type	Number	Word Mark
Registration Number:	3320540	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC
Registration Number:	3288881	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC
Registration Number:	3262641	EL POLLO LOCO
Registration Number:	3262640	EL POLLO LOCO FLAME-GRILLED MEXICAN CHIC
Registration Number:	3162229	EL POLLO LOCO
Registration Number:	2639261	CLASSIC CHICKEN BURRITO
Registration Number:	2132185	POLLO BOWL
Registration Number:	1237519	THE CRAZY CHICKEN
Registration Number:	1237518	EL POLLO LOCO
Serial Number:	90601221	BIRRIA HSYTERIA
Serial Number:	88705426	POLLO FIT
Serial Number:	88685919	ALL YOU CAN KETO
Serial Number:	88685871	ALL YOU CAN K-EAT-O
Serial Number:	97484517	EL POLLO LOCO

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 327000.011955

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 07/27/2022

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement") is entered into as of July 27, 2022, by and between EL POLLO LOCO, INC., a Delaware corporation located at 3535 Harbor Blvd., Suite 100, Costa Mesa, CA 92626 ("Obligor"), in favor of BANK OF AMERICA, N.A., a national banking association located at 900 W Trade Street, Mail Code: NC1-026-06-03, Charlotte, NC 28255-0001 ("Bank of America"), in its capacity as administrative agent (in such capacity, "Administrative Agent") for the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 27, 2022 (as amended, modified, supplemented, increased, extended, restated, renewed, refinanced or replaced from time to time, the "Credit Agreement"), among El Pollo Loco, Inc. (the "Borrower"), El Pollo Loco Holdings, Inc. ("Holdings"), and the other Guarantors party thereto, the Lenders from time to time party thereto, and Bank of America, in its capacity as Administrative Agent, Swingline Lender and L/C Issuer, the Lenders have agreed to make Loans and the L/C Issuer has agreed to issue Letters of Credit, in each case upon the terms and conditions set forth therein;

WHEREAS, pursuant to the Security and Pledge Agreement, dated as of July 27, 2022, by and among the Borrower, Holdings, and the other parties identified as "Obligors" therein, and Bank of America, in its capacity as Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security and Pledge Agreement"), to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each "Obligor" granted to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in, and right of set-off against, any and all right, title and interest of such "Obligor" in and to (a) all trademarks, trade names, trade styles, service marks, logos and other source or business identifiers, and the goodwill of the business connected with the use thereof or symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any of the foregoing, (b) all renewals thereof, and (c) all Accessions and all Proceeds of any and all of the foregoing, whether now owned or existing, or owned, acquired or arising hereafter (excluding any Excluded Property) (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 4(b) of the Security and Pledge Agreement, Obligor agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement for purposes of filing the same with the United States Patent and Trademark Office (the "PTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Security and Pledge Agreement, which are incorporated by reference as if fully set forth herein, the parties hereto agree as follows:

1. Capitalized terms used in this Trademark Security Agreement (including the preamble and the recitals hereto), and not defined in this Trademark Security Agreement, shall have the meanings assigned to such terms in the Security and Pledge Agreement.
2. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Obligor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, concurrently with the grant of the continuing security interest under the Security and Pledge Agreement, a continuing security interest in, and right to set-off against, any and all right, title and interest of Obligor in and to the Trademark Collateral, including

but not limited to the U.S. registered trademarks and trademark applications on Schedule 1 annexed hereto, provided, that, notwithstanding anything to the contrary herein, the security interests granted under this Trademark Security Agreement and the term "Trademark Collateral" shall not extend to any trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such trademark, unless and until a "Statement of Use" or an "Amendment to Allege Use" has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, and for so long as, the granting or creation by Obligor of a security interest therein prior to such filing and acceptance would result in the unenforceability or invalidation of such trademark application or the resulting registration. Obligor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the grant of the continuing security interest in the Trademark Collateral is not to be construed as an assignment of any Trademark Collateral.

3. The parties hereto intend that this Trademark Security Agreement is for recordation purposes. The terms of this Trademark Security Agreement shall not modify the applicable terms and conditions of the Credit Agreement or the Security and Pledge Agreement, which govern the Administrative Agent's interest in the Trademark Collateral and which shall control in the event of any irreconcilable conflict. Obligor hereby acknowledges the sufficiency and completeness of this Trademark Security Agreement to create a security interest in the Trademark Collateral in favor of the Administrative Agent for the benefit of the Secured Parties, and Obligor hereby requests the United States Patent and Trademark Office to record this Trademark Security Agreement, including the annexed Schedule 1.

4. Obligor and Administrative Agent hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Credit Agreement and the Security and Pledge Agreement and shall terminate automatically upon the Facility Termination Date.

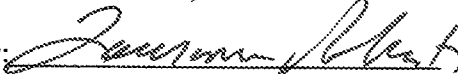
5. **THE TERMS OF SECTIONS 11.14 AND 11.15 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE MUTATIS MUTANDIS, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

6. This Trademark Security Agreement may be executed in any number of counterparts by the parties hereto, each of which when so executed and delivered shall be deemed to be an original but all of which shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

Each of the parties hereto has caused a counterpart of this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

EL POLLO LOCO, INC.

By: 

Name: Laurance Roberts

Title: President and Chief Executive Officer

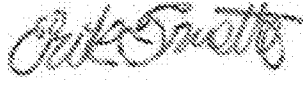
Each of the parties hereto has caused a counterpart of this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

EL POLLO LOCO, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Erik Truette
Title: Vice President

Schedule 1
El Pollo Loco, Inc.
(Delaware corporation)
U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
AIR LOCO	6659647	03/01/2022
BUY ONE, FEED MANY	6555823	11/09/2021
L.A. MEX	6197232	11/10/2020
ORIGINAL BRC BURRITO	6136459	08/25/2020
BRC BURRITO	6136458	08/25/2020
FEED THE FLAME	6035025	04/14/2020
POLLO WITH PURPOSE	6028627	04/07/2020
EL POLLO LOCO FRESH FROM THE GRILL and Design	5956205	01/07/2020
EL POLLO LOCO and Design	5921556	11/26/2019
EL POLLO LOCO (Stylized)	5716971	04/02/2019
Design Only	5588043	10/16/2018
LOCO REWARDS	5509558	07/03/2018
POLLO LOCO and Design	5341944	11/21/2017
POLLO ZONE	5339353	11/21/2017
EL POLLO LOCO and Design	5267575	08/15/2017
YOU CAN'T RUSH FIRE-GRILLED PERFECTION	5007578	07/26/2016
CRAZY YOU CAN TASTE	4343728	05/28/2013
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN and Design	3331273	11/06/2007
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN and Design	3320540	10/23/2007
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN	3288881	09/04/2007
EL POLLO LOCO and Design	3262641	07/10/2007
EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN	3262640	07/10/2007
EL POLLO LOCO	3162229	10/24/2006
CLASSIC CHICKEN BURRITO	2639261	10/22/2002
POLLO BOWL	2132185	01/27/1998
THE CRAZY CHICKEN	1237519	05/10/1983
EL POLLO LOCO	1237518	05/10/1983

Trademark Applications

Mark	Appl. No.	Filing Date
BIRRIA HSYTERIA	90601221	03/24/2021
POLLO FIT	88705426	11/25/2019
ALL YOU CAN KETO	88685919	11/08/2019
ALL YOU CAN K-EAT-O	88685871	11/08/2019
EL POLLO LOCO and Color Tombstone Design	97484517	06/30/2022