

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI145001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TDM IP Holder, LLC		03/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97166407		
Serial Number:	90393760	LIVE BAJA	
Serial Number:	87861076	TACO DEL MAR	
Serial Number:	77176917	TACODELMAR	
Serial Number:	78658725	TACO DEL MAR MONDO BURRITOS RIPPIN TACOS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(646)4781502		
Email:	enathan@paulweiss.com,rlyne@paulweiss.com		
Correspondent Name:	Noemie Nathan		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	023686-00003		
NAME OF SUBMITTER:	Noemie Nathan		
SIGNATURE:	Noemie Nathan		
DATE SIGNED:	04/05/2024		

CH \$140.00.00 97166407

Total Attachments: 5

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Grant of Security Interests in Trademarks

GRANT OF SECURITY INTERESTS IN TRADEMARKS dated as of March 29, 2024 (this “Trademark Security Agreement”), made by TDM IP Holder, LLC, a Delaware limited liability company (the “Grantor”), in favor of Golub Capital Markets LLC, as Administrative Agent (the “Agent”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, dated as of the date hereof, by and among Super Rego LLC, certain Subsidiaries of the Borrower from time to time party thereto and Agent (the “Security Agreement”), the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement (as defined in the Security Agreement), as applicable.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor pursuant to the Security Agreement hereby pledges to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and 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, but excluding any Excluded Property, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office), and all renewals thereof, including those listed on Schedule I hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent for the ratable benefit of itself and the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms 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 Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. **Recordation.** The Grantor hereby requests and authorizes the USPTO to record this Trademark Security Agreement against the Trademark Collateral.

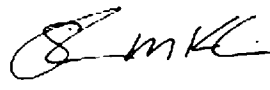
SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

SECTION 7. **Governing Law.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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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: Shaun Klein
Title: Assistant Secretary


[Signature Page to Notice of Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 008390 FRAME: 0324

GOLUB CAPITAL MARKETS LLC
as Agent,

By: Artis Lin
Name: Artis Lin
Title: Authorized Signatory

Trademarks Owned by the Grantor*U.S. Trademark Registrations*

Trademark	Application Number	Application Date	Registration Number	Registration Date
<i>Design Only</i> 	97166407	10-DEC-2021	7328325	12-MAR-2024
LIVE BAJA LIVE BAJA	90393760	18-DEC-2020	6763440	21-JUN-2022
TACO DEL MAR TACO DEL MAR	87861076	03-APR-2018	5791644	02-JUL-2019
TACODELMAR TACODELMAR	77176917	09-MAY-2007	3375300	29-JAN-2008
TACO DEL MAR MONDO BURRITOS RIPPIN TACOS TACO DEL MAR MONDO BURRITOS RIPPIN TACOS	78658725	27-JUN-2005	3182961	12-DEC-2006