

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mexican Restaurants, Inc.		02/23/2012	CORPORATION: TEXAS
Monterey's Acquisition Corp.		02/23/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, N.A.
Street Address:	5938 Priestly Drive
Internal Address:	Suite 200
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	77451254	MISSION BURRITO MORE CHOICES. MORE FLAVOR.
Registration Number:	2489885	CASA OLÉ
Registration Number:	2380900	CASA OLE FINER MEXICAN FOOD
Registration Number:	2489884	CASA OLE FINER MEXICAN FOOD
Registration Number:	1432465	CASA OLE'
Serial Number:	77090326	MISSION BURRITOS FRESH FOOD FAST
Serial Number:	77092252	MONTEREY'S LITTLE MEXICO ESTABLISHED 1955
Registration Number:	2032305	CRAZY JOSE'S
Registration Number:	1948427	TORTUGA CANTINA
Registration Number:	1535936	MONTEREY'S
Registration Number:	0914478	TORTUGA

**CORRESPONDENCE DATA**

Fax Number: (617)338-2880  
Phone: 617-338-2974  
Email: cbodell@sandw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Charlotte P. Bodell  
Address Line 1: One Post Office Square  
Address Line 2: Sullivan & Worcester LLP  
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	21275.0003
NAME OF SUBMITTER:	Charlotte P. Bodell
Signature:	/Charlotte P. Bodell/
Date:	03/20/2012

**Total Attachments: 32**

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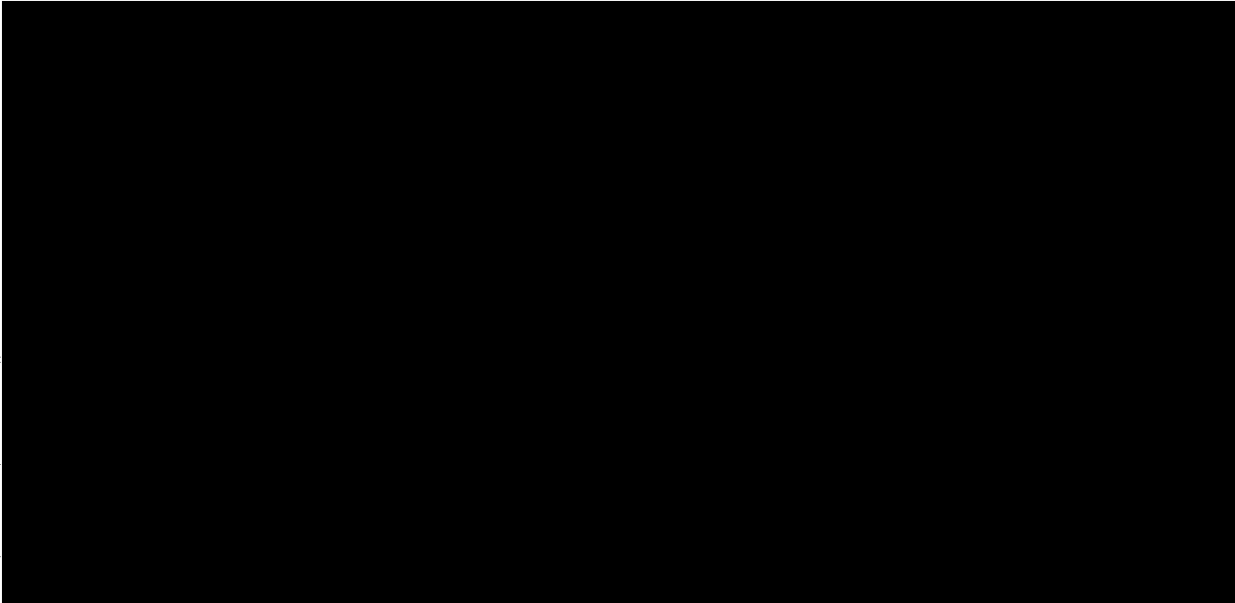
## OMNIBUS AGREEMENT AND AMENDMENT

**THIS OMNIBUS AGREEMENT AND AMENDMENT** (this "Agreement") is made as of February \_\_, 2012 by and among Mexican Restaurants, Inc., a Texas corporation (the "Borrower"), all of its subsidiaries (collectively, the "Subsidiaries"), and Wells Fargo Bank, N.A., a national banking association (the "Lender").

WHEREAS, Borrower and Lender are parties to that certain Credit Agreement, dated as of June 29, 2007 (as amended or supplemented from time to time, the "Credit Agreement");

WHEREAS, the following agreements, among others, were executed in connection with or pursuant to the Credit Agreement:

1. that certain Security Agreement dated as of June 29, 2007 (as amended or supplemented from time to time, the "Security Agreement"), made by Borrower and the Subsidiaries from time to time party thereto in favor of the Lender;
2. that certain Pledge Agreement dated as of June 29, 2007 (as amended or supplemented from time to time, the "Pledge Agreement"), between Borrower and Lender;
3. that certain Subsidiary Pledge Agreement dated as of June 29, 2007 (as amended or supplemented from time to time, the "Subsidiary Pledge Agreement"), among the Subsidiaries from time to time party thereto and the Lender;
4. that certain Collateral Assignment of Contracts dated as of June 29, 2007 (as amended or supplemented from time to time, the "Assignment of Contracts"), among the Borrower, the Subsidiaries from time to time party thereto and the Lender;
5. that certain Indemnity Agreement Regarding Hazardous Materials dated as of June 29, 2007 (as amended or supplemented from time to time, the "Indemnity Agreement"), made by the Borrower and the Subsidiaries from time to time party thereto in favor of the Lender;
6. that certain Intellectual Property Security Agreement and License dated as of June 29, 2007 (as amended or supplemented from time to time, the "IP Security Agreement"), made by the Borrower and the Subsidiaries a party thereto in favor of the Borrower; and
7. that certain Guaranty made as of June 29, 2007, and that certain Guaranty made as of April 8, 2011, each made by the Subsidiaries party thereto in favor of the Lender (collectively, as amended or supplemented from time to time, the "Guaranty", together with the Credit Agreement, the Security Agreement, the Pledge Agreement, the Subsidiary Pledge Agreement, the Assignment of Contracts, the Indemnity Agreement and the IP Security Agreement, the "Loan Documents").



NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to all Loan Documents

1.1. Amendments regarding Casa Olé Louisiana. In all instances in any of the Loan Documents where "Casa Olé of Louisiana, Inc." appears, it shall be replaced with "Casa Olé Louisiana, Inc."

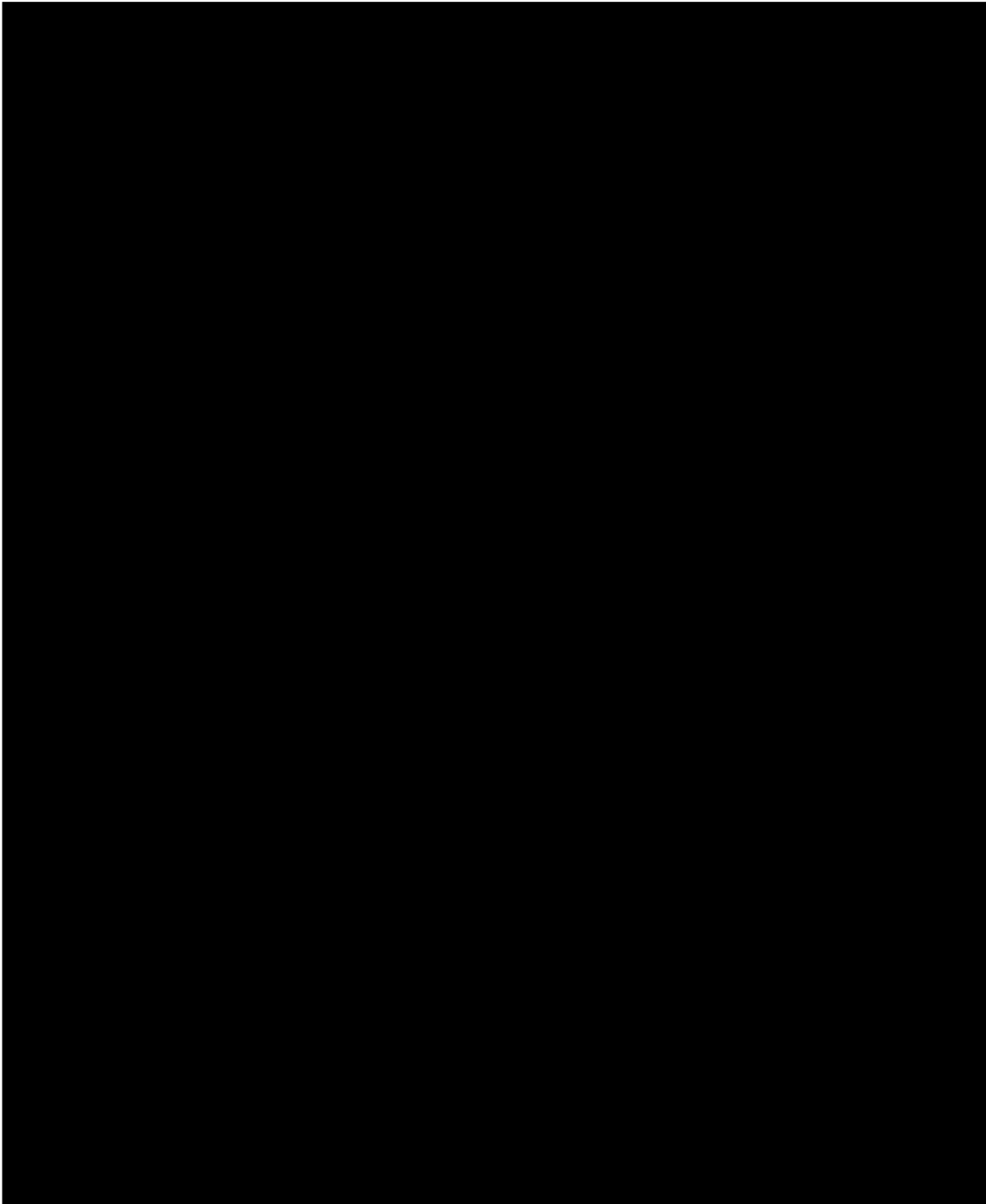
1.2. Amendments regarding Casa Olé Delaware. In all instances in any of the Loan Documents where "Casa Olé of Delaware, LLC" appears, it shall be replaced with "Casa Olé Delaware, LLC".

1.3. Amendments regarding sale of La Senorita Entities. In all instances in any of the Loan Documents where any of "Kleinrichert Bros., Inc.", "La Senorita Franchise Company", "La Senorita-Mount Pleasant, Inc.", "La Senorita Restaurants Acquisition Corp.", "La Senorita-Traverse City, Inc.", "LSR Manco, Inc." or "W.G. Enterprises, Inc." appears, such reference shall be deleted in its entirety, and such entities shall not be deemed a party to any of the Loan Documents as of the date of the Proposed Sale (as defined in the Agreement and amendment No. 2 to the Credit Agreement dated as of December 28, 2008).

2. Amendments to the Credit Agreement

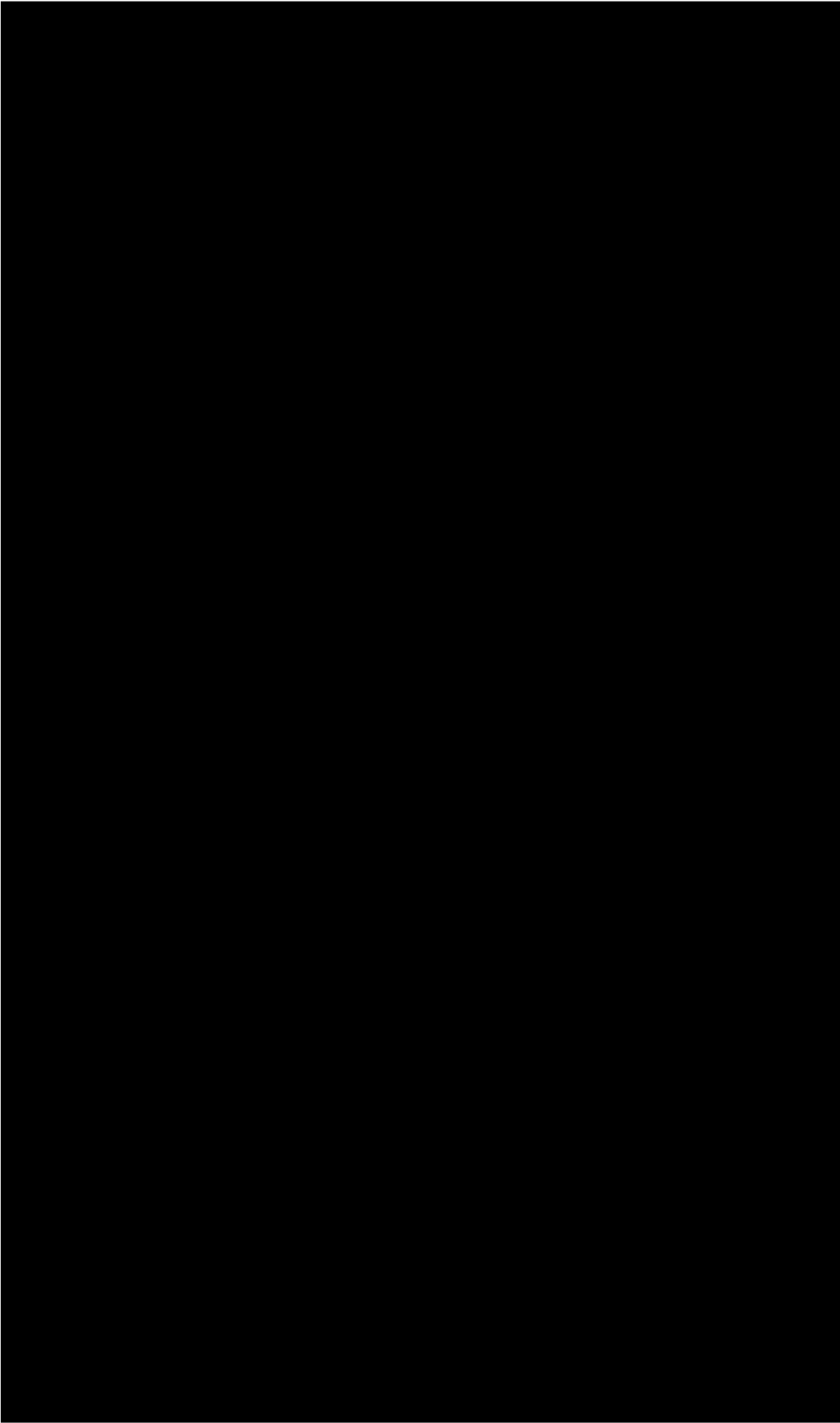
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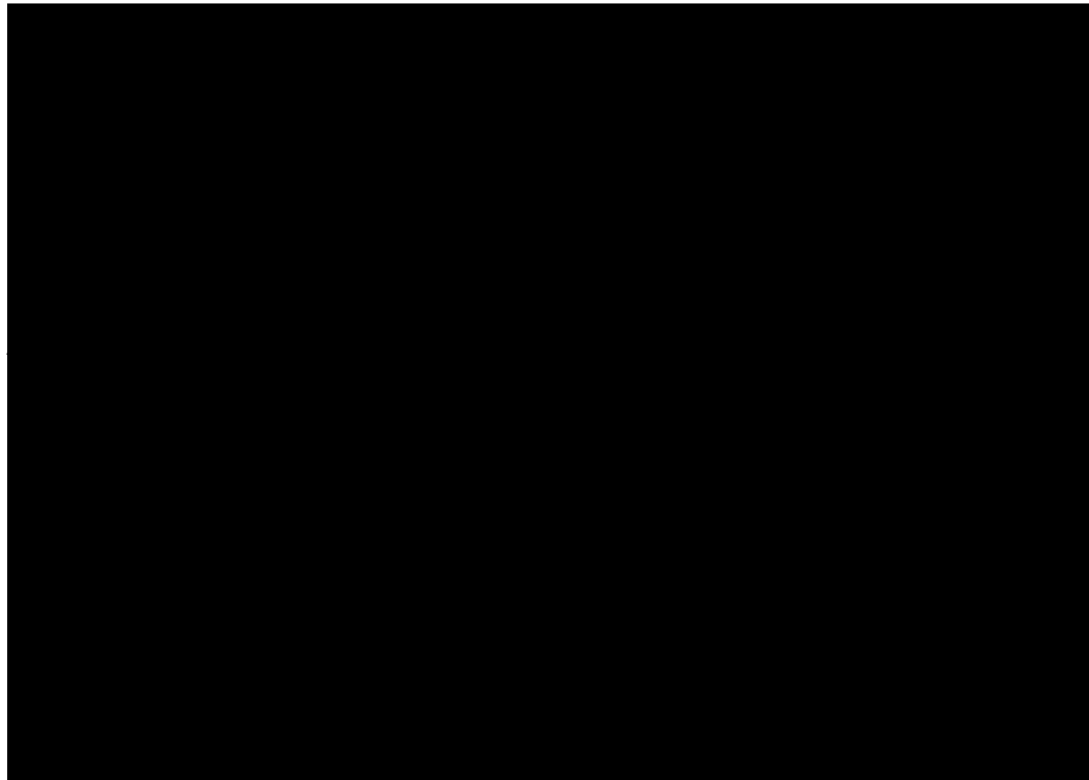


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**TRADEMARK**  
**REEL: 004739 FRAME: 0946**



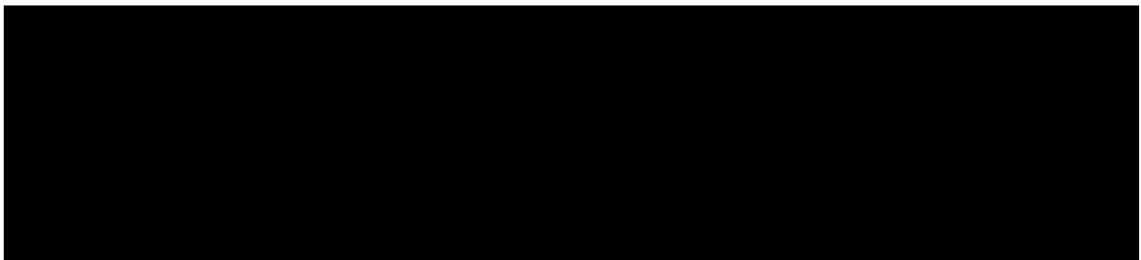
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2.4 Amendment to Schedules to Credit Agreement.

- (a) Schedule 5.8(d)(i) to the Credit Agreement shall be replaced in its entirety with the schedule attached hereto as Exhibit A.
- (b) Schedule 5.8(d)(ii) to the Credit Agreement shall be replaced in its entirety with the schedule attached hereto as Exhibit B.
- (c) Schedule 5.13 to the Credit Agreement shall be replaced in its entirety with the schedule attached hereto as Exhibit C.
- (d) Schedule 5.17 to the Credit Agreement shall be replaced in its entirety with the schedule attached hereto as Exhibit D.

3. Amendments to the Security Agreement.



4. Amendments to Exhibit A to the Collateral Assignment of Contracts.



5. Amendments to Schedule 1 to the Pledge Agreement. [REDACTED]

6. Amendments to the Subsidiary Pledge Agreement.  
[REDACTED]

7. Amendments to the Indemnity Agreement.  
[REDACTED]

8. Amendments to the IP Security Agreement.

8.1 Casa Olé Mountain States shall be included in the definition of “Obligor” and “Obligors”, throughout the IP Security Agreement, as though it had been an original signatory thereto.

8.2 Schedule 1 to the IP Security Agreement shall be replaced in its entirety with the schedule attached hereto as **Exhibit H**.

8.3 Casa Olé Mountain States further hereby agrees to be bound as an Obligor by all of the terms of the IP Security Agreement and to perform all obligations of an Obligor under the IP Security Agreement.

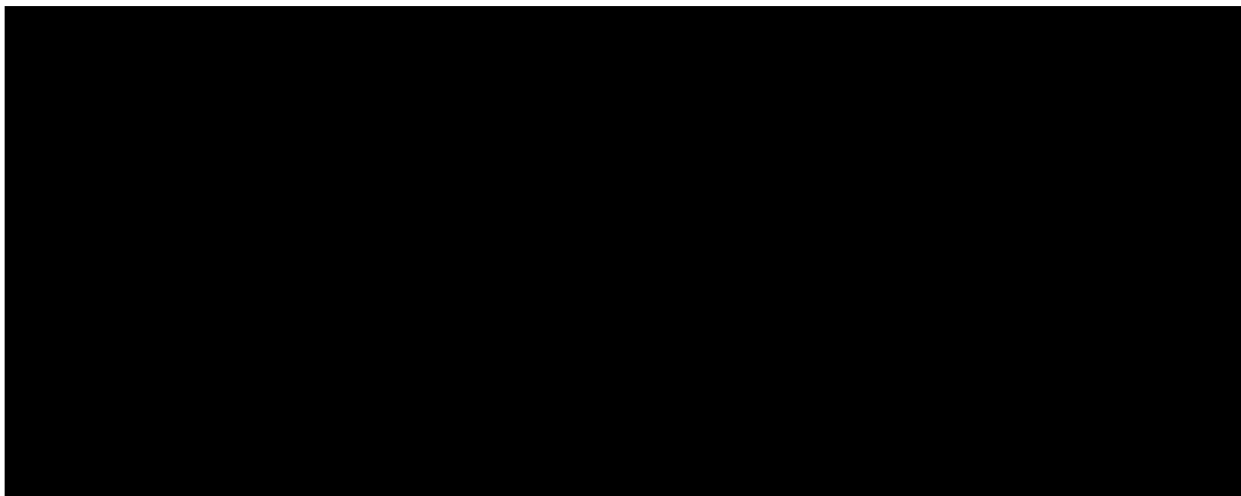
9. Representations. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





11. General. The foregoing amendments to the Loan Documents are limited as provided herein and do not extend to any other provisions of the Loan Documents not specified herein or to any other matter. The Loan Documents are ratified and confirmed and shall continue in full force and effect as amended hereby. This Omnibus Amendment may be executed in any number of counterparts with the same effect as if the signatures hereto and thereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Omnibus Agreement and Amendment to be executed and delivered as of the date first written above.

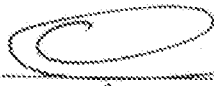
**BORROWER:**

MEXICAN RESTAURANTS, INC., a Texas corporation

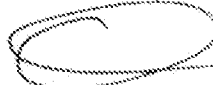
By:   
Name: *Andrew J. Dennard*  
Title: *Exec. Vice President + CFO*

**SUBSIDIARIES:**

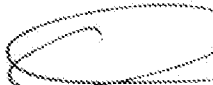
BHC HOSPITALITY CORP., a Texas corporation

By:   
Name: *Andrew J. Dennard*  
Title: *Vice President, Secretary and Treasurer*

CASA HOSPITALITY CORP., a Texas corporation

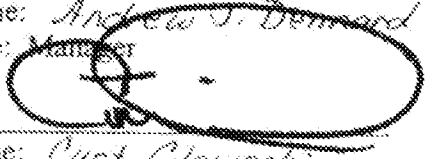
By:   
Name: *Andrew J. Dennard*  
Title: *Vice President, Secretary and Treasurer*

CASA OLÉ NO. 14, INC., a Texas corporation

By:   
Name: *Andrew J. Dennard*  
Title: *Vice President, Secretary and Treasurer*

CASA OLÉ DELAWARE, LLC, a Delaware limited liability company

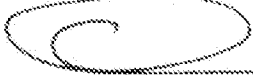
By:   
Name: *Andrew J. Dennard*  
Title: *Manager*

By:   
Name: *Curt Glowacki*  
Title: *Manager*

CASA OLÉ EAST, LTD., a Texas limited partnership

By: CASA OLÉ MANAGEMENT, L.L.C., a Texas limited liability company, its general partner

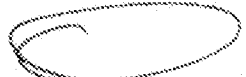
By: MEXICAN RESTAURANTS, INC., a Texas corporation, its managing member

By:   
Name: *Andrew J. Dennard*  
Title: *Exec. Vice President, Chief Financial Officer, Secretary & Treasurer*

CASA OLÉ FRANCHISE SERVICES, INC., a Texas corporation

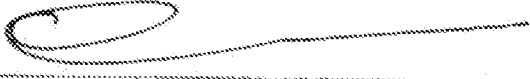
By:   
Name: *Andrew J. Dennard*  
Title: *Vice President, Secretary & Treasurer*

CASA OLÉ LOUISIANA, INC., a Louisiana corporation

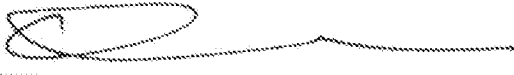
By:   
Name: *Andrew J. Dennard*  
Title: *Secretary & Treasurer*

CASA OLÉ MANAGEMENT, L.L.C.

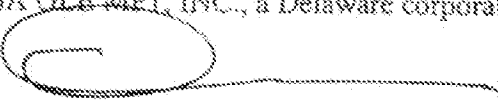
By: MEXICAN RESTAURANTS, INC., a  
Texas corporation, its managing member

By:   
Name: *Andrew J. Dennard*  
Title: *Exec. Vice President, Chief Financial  
Officer, Secretary & Treasurer*

CASA OLÉ MOUNTAIN STATES, L.L.C., an  
Idaho limited liability company

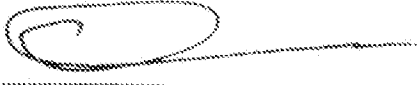
By:   
Name: *Andrew J. Dennard*  
Title: *Vice President*

CASA OLÉ MPL, INC., a Delaware corporation


By:   
Name: *Andrew J. Dennard*  
Title: *Secretary & Treasurer*

CASA OLÉ OF SULPHUR, LLC, a Louisiana  
limited liability company

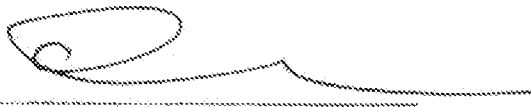
By: CASA OLÉ LOUISIANA, INC., a  
Louisiana corporation, its managing member

By:   
Name: *Andrew J. Dennard*  
Title: *Secretary & Treasurer*


FIESTA RESTAURANTS, INC., a Texas  
corporation

By:   
Name: *Andrew J. Dennard*  
Title: *Vice President, Secretary & Treasurer*

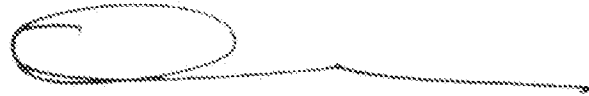
MONTEREY'S ACQUISITION CORP., a  
Delaware corporation

By:   
Name: *Andrew J. Dennard*  
Title: *Vice President, Secretary & Treasurer*

QUALITY MEXICAN RESTAURANTS, INC., a  
Texas corporation

By:   
Name: *Andrew J. Dennard*  
Title: *Vice President, Secretary & Treasurer*

SILSBEE PARKING LOT, INC., a Texas  
corporation

By:   
Name: *Andrew J. Dennard*  
Title: *Secretary & Treasurer*

**LENDER:**

WELLS FARGO BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

MONTEREY'S ACQUISITION CORP., a  
Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

QUALITY MEXICAN RESTAURANTS, INC., a  
Texas corporation

By: \_\_\_\_\_  
Name:  
Title:

SILSBEE PARKING LOT, INC., a Texas  
corporation

By: \_\_\_\_\_  
Name:  
Title:

**LENDER:**

WELLS FARGO BANK, N.A.

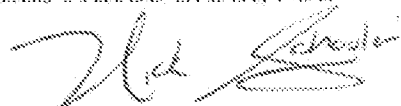
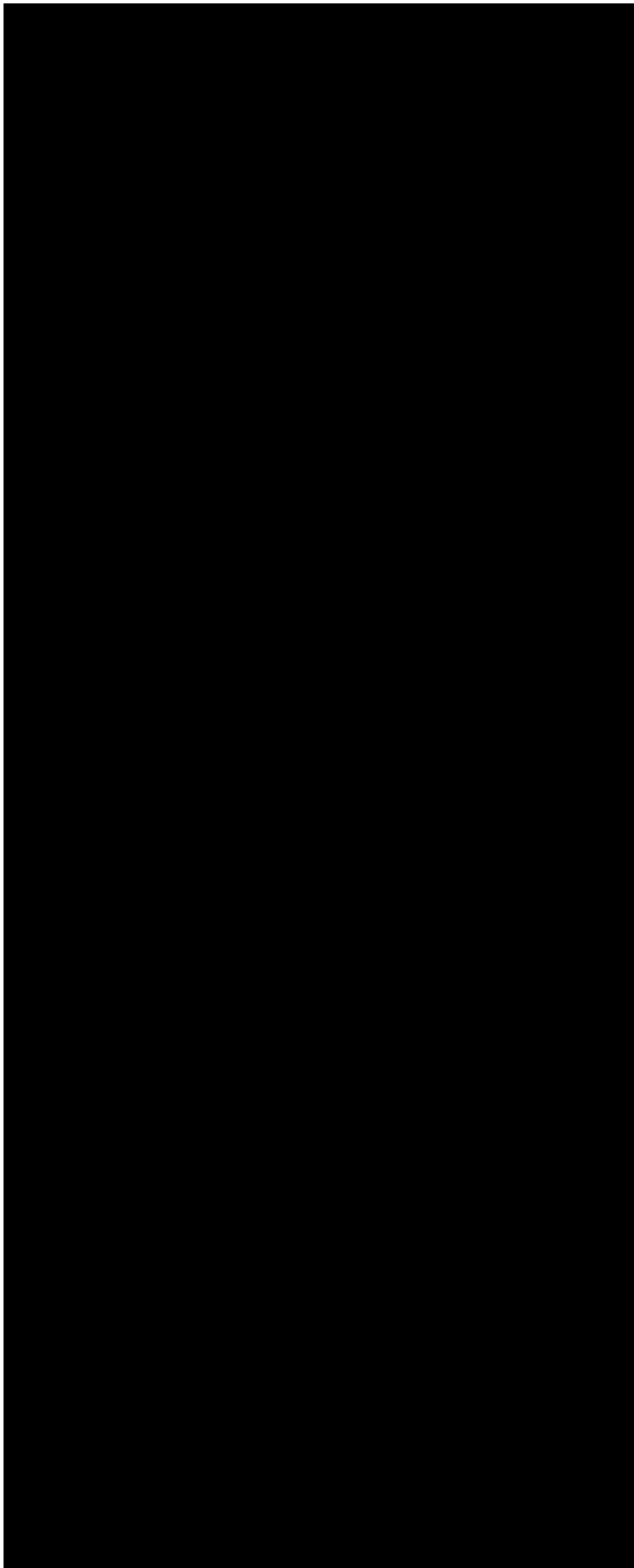
By:  \_\_\_\_\_  
Name: Nicholas Schuster  
Title: Vice President

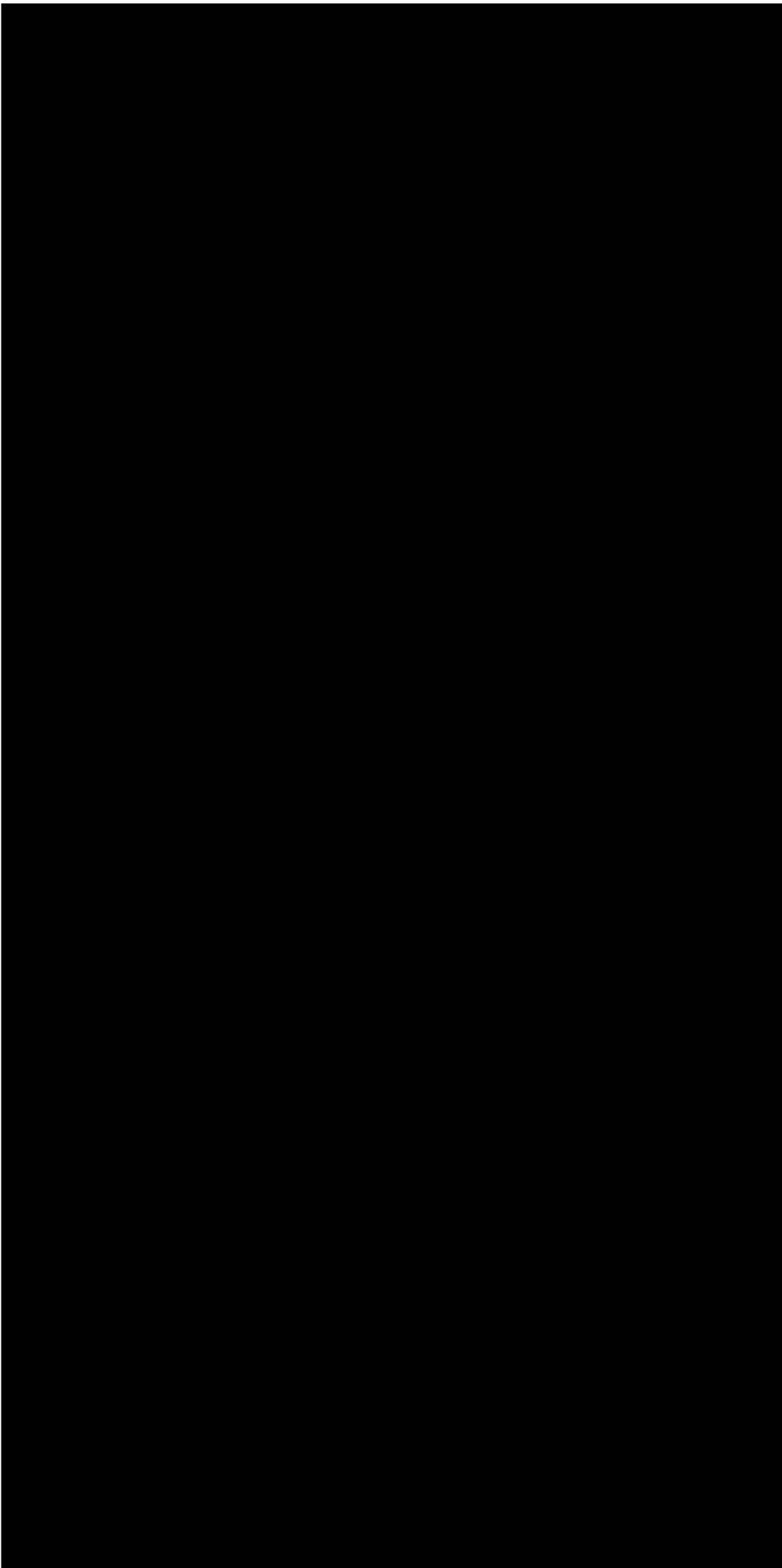
EXHIBIT A

Schedule 5.8(d)(i) to Credit Agreement

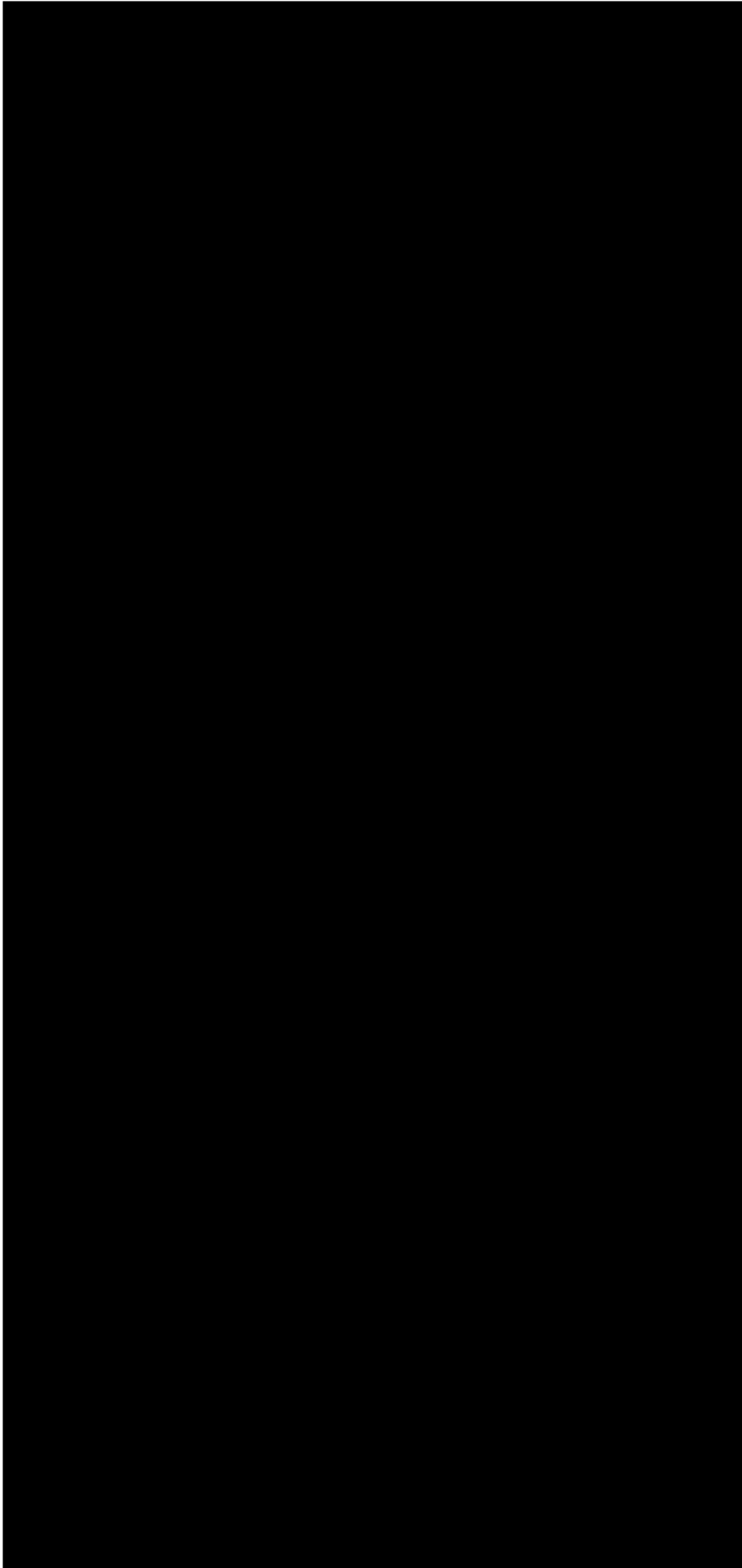


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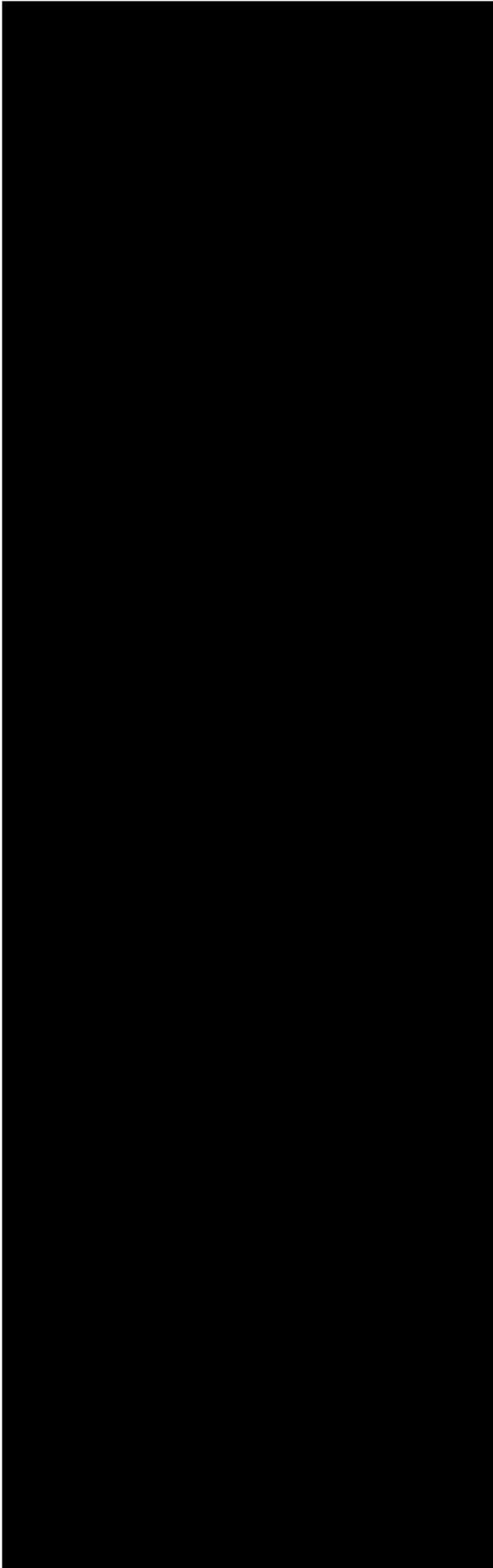
TRADEMARK  
REEL: 004739 FRAME: 0958



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REEL: 004739 FRAME: 0959

EXHIBIT B

Schedule 5.8(d)(ii) to Credit Agreement



35 11/20/2013

**TRADEMARK**  
**REEL: 004739 FRAME: 0961**

EXHIBIT C

Schedule 5.13 to Credit Agreement

SCHEDULE 5.13 Subsidiaries and Other Equity Investments; Loan Parties

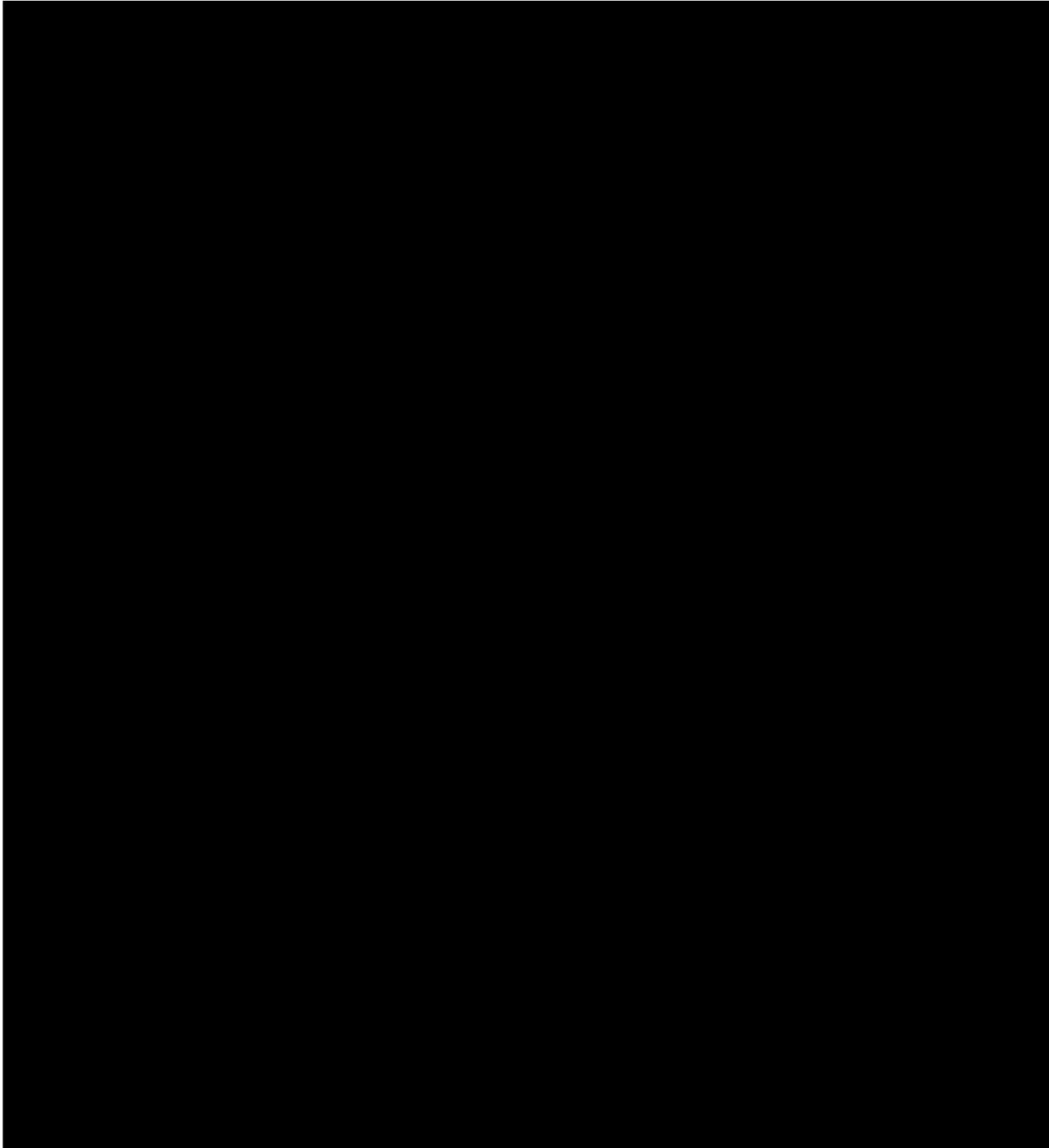


EXHIBIT D

Schedule 5.17 to Credit Agreement

Schedule 5.17 Intellectual Property Matters

TRADEMARKS		
Owner	Mark	Application/ Registration No.
Mexican Restaurants, Inc.	Mission Burritos	77,451,254
	More Choices. More Flavor	
	Casa Ole	2,489,885
	Casa Ole Finer Mexican Food	2,380,900
	Casa Ole Finer Mexican Food	2,489,884
	Casa Ole with Flowers	1,432,465
	Mission Burritos	77,090,326
	Fresh Food Fast	
Monterey's Acquisition Corp.	Monterey's Little Mexico	77,092,252
	Crazy Jose's	2,032,305
	Tortuga Cantina	1,948,427
	Monterey's	1,535,936
	Tortuga	914,478

Domain Names	
Owner	Domain Name
Mexican Restaurants, Inc.	casaole.com
	casaoleinc.com
	crazyjoses.com
	mexicanrestaurantsinc.com
	mexrests.com
	mexrestsinc.com
	missionburritos.com
	missionburritos.net
	monterey.com
	tortugacantina.com
	tortugamexicankitchen.com
	mexrests.biz
	mexrests.net
	missionburrito.net

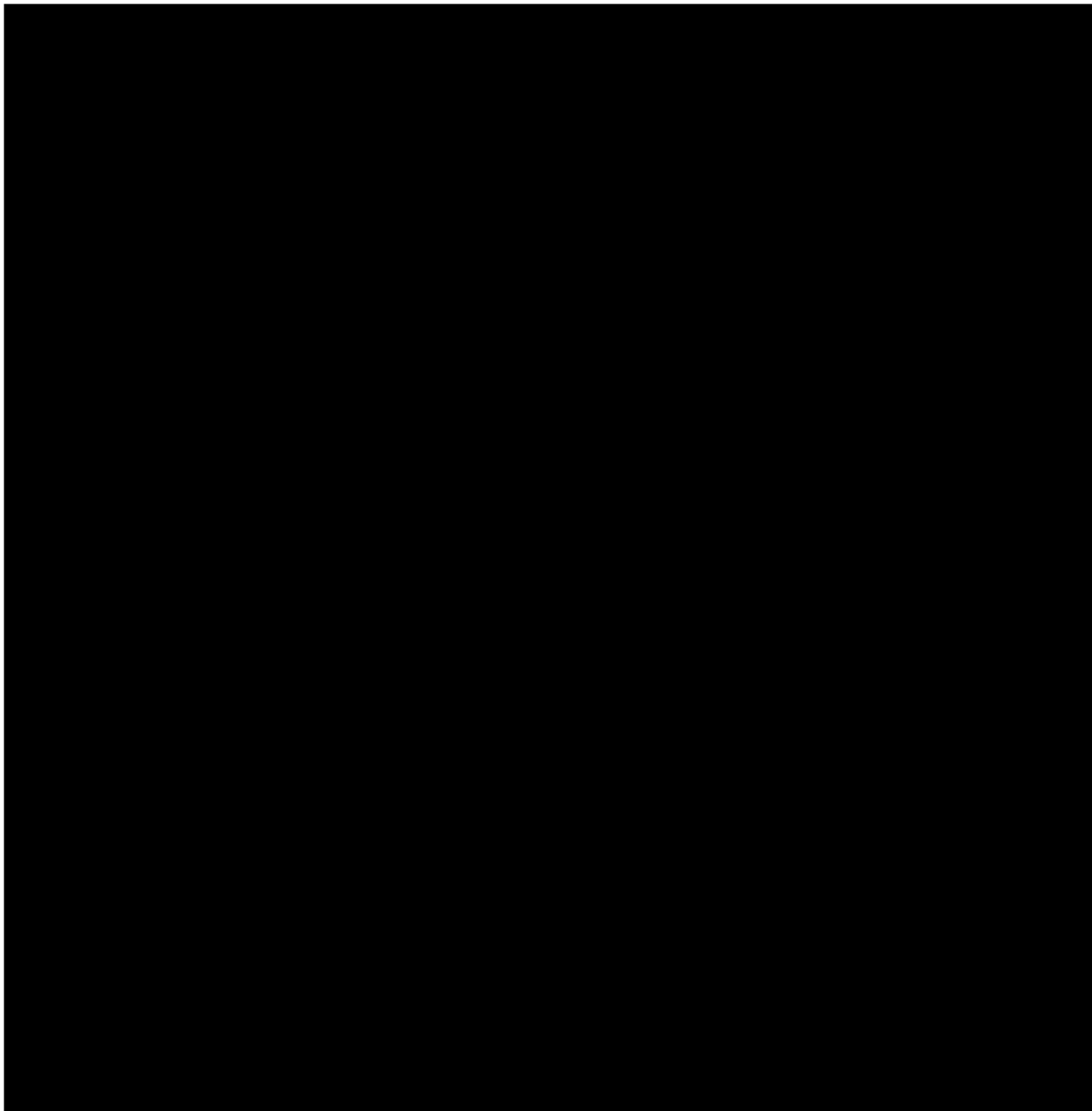


Schedule 5.17 Intellectual Property Matters

Corporate Names (dbas)	
Subsidiary Legal Name	dba
Casa Hospitality Corp.	Casa Ole Restaurant
Casa Ole East, Ltd.	Crazy Jose's Mexican Restaurant
	Casa Ole Mexican Restaurant
	Crazy Jose's
	Crazy Jose's Restaurant
	Casa Ole
	Casa Ole Restaurant
Mexican Restaurants, Inc. (formerly Casa Ole Restaurants, Inc.)	Casa Ole
	Tortuga Cantina
	Monterey's Little Mexico
	Monterey's Tex Mex Café
	Mission Burritos
Monterey's Acquisition Corp.	Tortuga Mexican Kitchen
	Tortuga Cantina
	Monterey's Little Mexico
	Monterey's Tex Mex Café
	Mission Burritos
BHC Hospitality Corp.	Tortuga Mexican Kitchen
	Monterey House
	Tortuga Cantina
Fiesta Restaurants, Inc.	Casa Ole Restaurant
Casa Ole No. 14, Inc.	Casa Ole Restaurant

EXHIBIT E

Schedule A to Collateral Assignment of Contracts



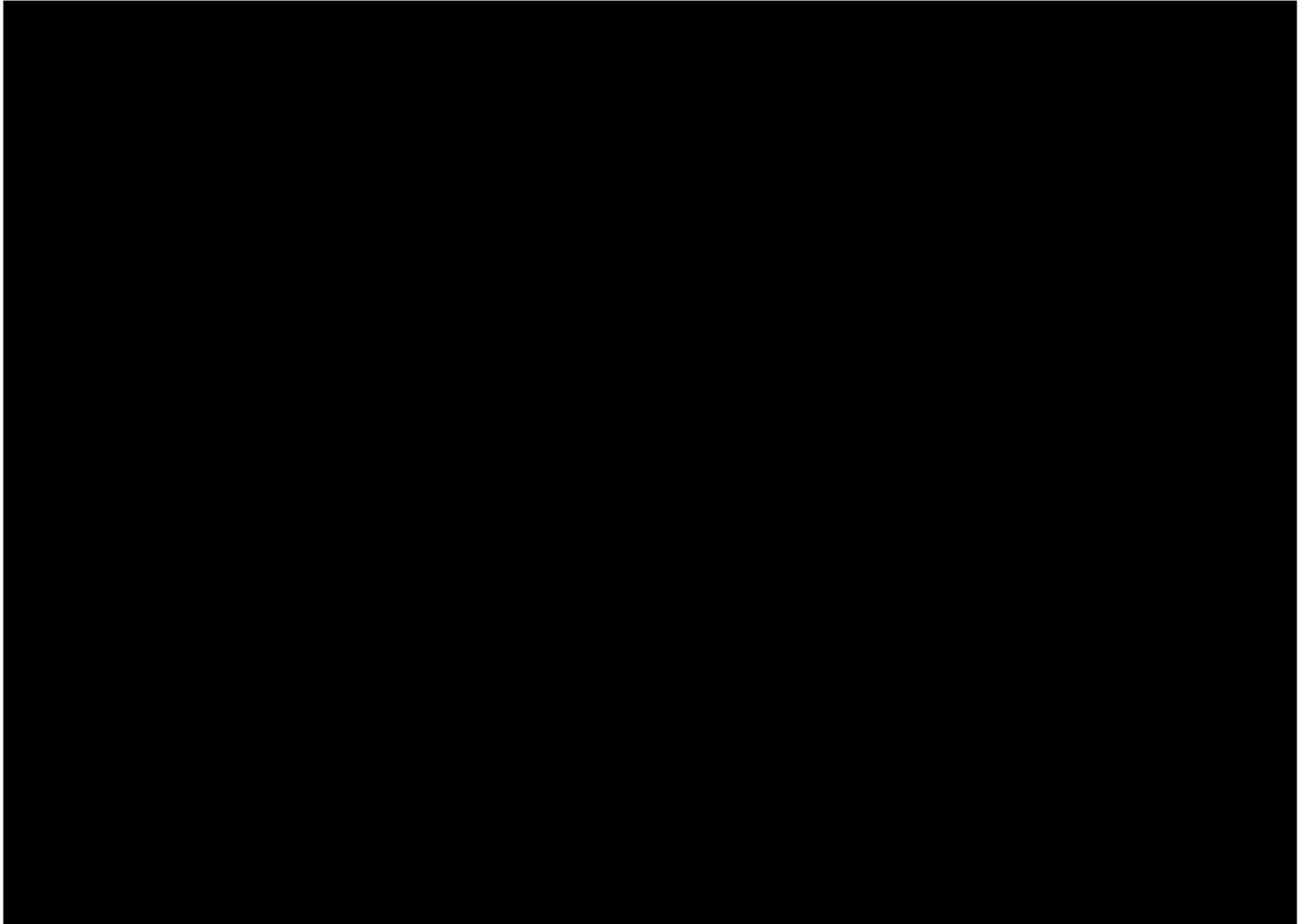
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**TRADEMARK**  
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EXHIBIT F

Schedule I to Pledge Agreement

PLEDGE AGREEMENT  
SCHEDULE I



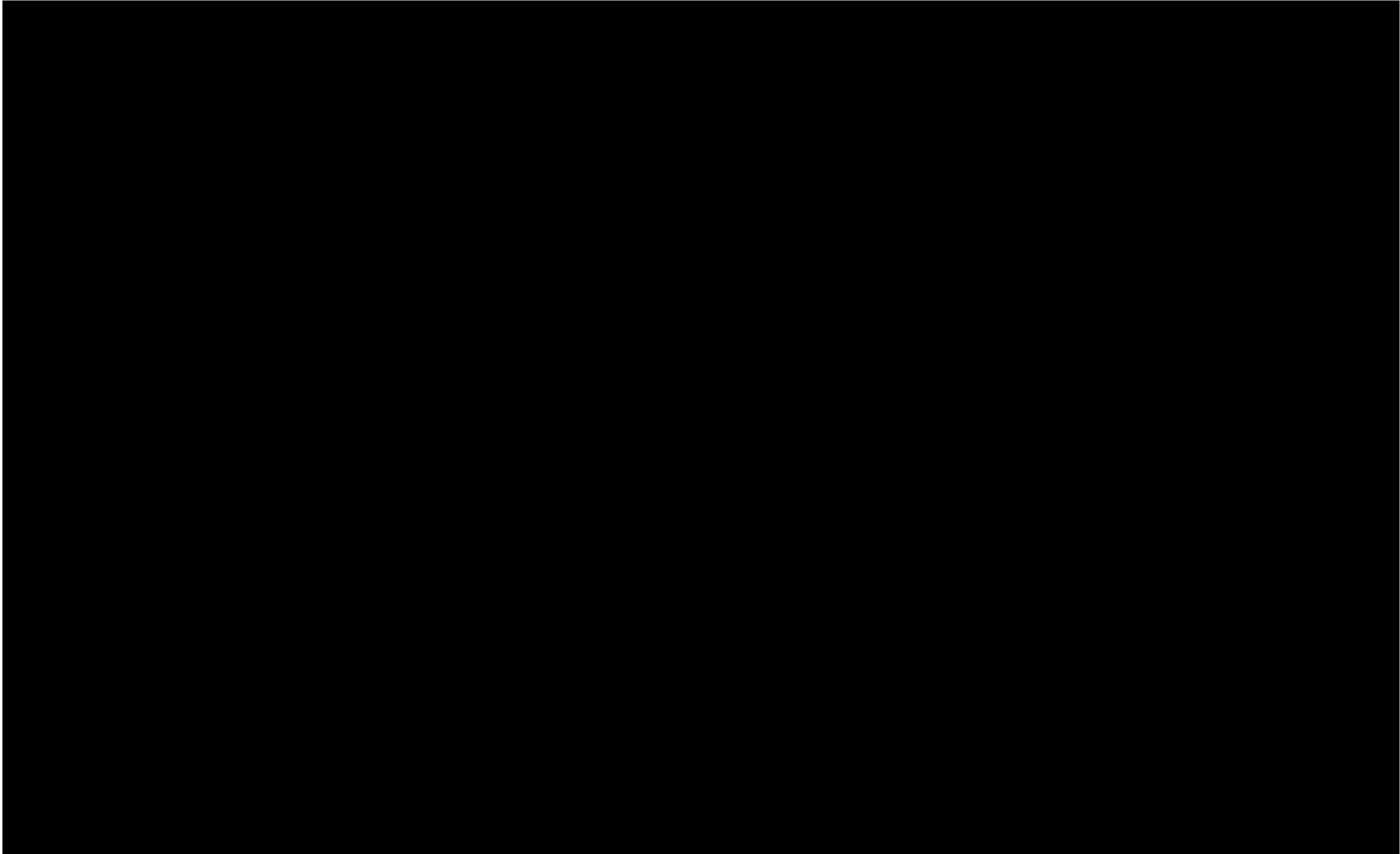
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**TRADEMARK**  
**REEL: 004739 FRAME: 0970**

EXHIBIT G

Schedule I to Subsidiary Pledge Agreement

SUBSIDIARY PLEDGE AGREEMENT  
SCHEDULE I



{81344097; 1}

EXHIBIT H

Schedule I to IP Security Agreement

{01000991; 5}



**SCHEDULE I**  
**INTELLECTUAL PROPERTY MATTERS**

**TRADEMARKS** (including registered and material unregistered trademarks, trade names and service marks, and all applications for any of the foregoing.)

Owner	Mark	Application/ Registration No.
Mexican Restaurants, Inc.	Mission Burritos	77,451,254
	More Choices. More Flavor	
	Casa Ole	2,489,885
	Casa Ole Finer Mexican Food	2,380,900
	Casa Ole Finer Mexican Food	2,489,884
	Casa Ole with Flowers	1,432,465
	Mission Burritos	77/090,326
	Monterey's Little Mexico	77/092,252
Monterey's Acquisition Corp.	Crazy Jose's	2,032,305
	Tortuga Cantina	1,948,427
	Monterey's	1,535,936
	Tortuga	914,478

**INTERNET DOMAIN NAMES**

Domain Names	
Owner	Domain Name
Mexican Restaurants, Inc.	casaole.com
	casaoleinc.com
	crazyjoses.com
	mexicanrestaurantsinc.com
	mexrests.com
	mexrestsinc.com
	missionburritos.com
	miasionburritos.net
	montereys.com
	tortugacantina.com
	tortugamexicankitchen.com
	mexrests.biz
	mexrests.net
	missionburrito.net

**SCHEDULE I**  
**INTELLECTUAL PROPERTY MATTERS**

**CORPORATE NAMES**

Corporate Names (dbas)	
Subsidiary Legal Name	dba
Casa Hospitality Corp.	Casa Ole Restaurant
Casa Ole East, Ltd.	Crazy Jose's Mexican Restaurant
	Casa Ole Mexican Restaurant
	Crazy Jose's
	Crazy Jose's Restaurant
	Casa Ole
	Casa Ole Restaurant
Mexican Restaurants, Inc. (formerly Casa Ole Restaurants, Inc.)	Casa Ole
	Tortuga Cantina
	Monterey's Little Mexico
	Monterey's Tex Mex Cafe
	Mission Burritos
Monterey's Acquisition Corp.	Tortuga Cantina
	Monterey's Little Mexico
	Monterey's Tex Mex Cafe
	Mission Burritos
	Tortuga Mexican Kitchen
BHC Hospitality Corp.	Monterey House
	Tortuga Cantina
Fiesta Restaurants, Inc.	Casa Ole Restaurant
Casa Ole No. 14, Inc.	Casa Ole Restaurant

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