

## 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
Del Taco LLC		04/01/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3292356	ALL NIGHT LONG, BABY	
Registration Number:	3814201	BREAKFIESTA	
Registration Number:	3619050	CLASSIC TACO	
Registration Number:	1221321	DEL TACO	
Registration Number:	3578966	DEL TACO	
Registration Number:	2492285	DELTACO	
Registration Number:	1830903	DEL TACO	
Registration Number:	1728349	DEL TACO	
Registration Number:	1793268	DEL TACO	
Registration Number:	1392800	DEL TACO MEXICAN CAFE	
Registration Number:	1035949	DEL TACO	
Registration Number:	1219339	DOUBLE DEL	
Registration Number:	3441451	FEED THE BEAST	
Registration Number:	3375876	FEED THE BEAST	

CH \$815.00 3292356

TRADEMARK

Registration Number:	1871752	GET A LOT FOR WHAT YOU'VE GOT
Registration Number:	3674142	GO BOLD
Registration Number:	3768335	GO BOLD OR GO HOME
Registration Number:	2708826	KID LOCO
Registration Number:	3229690	MACHO BEEF BURRITO
Registration Number:	3861709	MACHO BURGER
Registration Number:	3441958	MACHO MONEY
Registration Number:	1990648	MACHO NACHOS
Registration Number:	3292266	MACHO ROAST
Registration Number:	3229691	MACHO TACO
Registration Number:	2865565	MAKIN' IT FRESH
Registration Number:	1043729	NAUGLES
Registration Number:	4261951	NAUGLES
Registration Number:	1975401	THE WORKS BURRITO
Registration Number:	2935584	ULTIMATE TACO
Registration Number:	3814345	YOU DECIDE WHAT GOES INSIDE
Serial Number:	85468021	DEL TACO
Registration Number:	3997470	TACOBBERFEST

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-927-9801 x 62348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/01/2013

Total Attachments: 8  
source=4-1-13 Del Taco LLC-TM#page1.tif  
source=4-1-13 Del Taco LLC-TM#page2.tif  
source=4-1-13 Del Taco LLC-TM#page3.tif  
source=4-1-13 Del Taco LLC-TM#page4.tif  
source=4-1-13 Del Taco LLC-TM#page5.tif  
source=4-1-13 Del Taco LLC-TM#page6.tif

source=4-1-13 Del Taco LLC-TM#page7.tif

source=4-1-13 Del Taco LLC-TM#page8.tif

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Del Taco LLC

- Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) California

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 4/1/2013

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Corporation

Internal

Address: \_\_\_\_\_

Street Address: 299 Park Avenue

City: New York

State: New York

Country: USA                              Zip: 10171

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship New York

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: John Godfrey

Internal Address: \_\_\_\_\_

Street Address: 767 5th Avenue

City: New York

State: New York                              Zip: 10153

Phone Number: 212 310 8813

Fax Number: \_\_\_\_\_

Email Address: John.Godfrey@weil.com

**6. Total number of applications and registrations involved:**

32

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

John Godfrey  
Signature

John Godfrey  
Name of Person Signing

4/1/2013  
Date

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration/Serial Number</u>	<u>Registration/File Date</u>
Del Taco LLC	ALL NIGHT LONG, BABY	3292356	09/11/2007
Del Taco LLC	BREAKFIESTA	3814201	07/06/2010
Del Taco LLC	CLASSIC TACO	3619050	05/12/2009
Del Taco LLC	Del Taco (stylized)	1221321	12/21/1982
Del Taco LLC	DEL TACO	3578966	2/24/2009
Del Taco LLC	DEL TACO and design (3- dimensional sunrise)	2492285	09/25/2001
Del Taco LLC	DEL TACO and design (big sun-horizontal)	1830903	04/12/1994
Del Taco LLC	DEL TACO and design (border)	1728349	10/27/1992
Del Taco LLC	DEL TACO and design (little sun-vertical)	1793268	09/14/1993
Del Taco LLC	DEL TACO MEXICAN CAFE	1392800	05/06/1986
Del Taco LLC	Del Taco stylized and design (pinwheel)	1035949	03/16/1976
Del Taco LLC	DOUBLE DEL	1219339	12/07/1982
Del Taco LLC	FEED THE BEAST	3441451	06/03/2008
Del Taco LLC	FEED THE BEAST and design	3375876	01/29/2008
Del Taco LLC	GET A LOT FOR WHAT YOU'VE GOT	1871752	01/03/1995
Del Taco LLC	GO BOLD	3674142	08/25/2009
Del Taco LLC	GO BOLD OR GO HOME	3768335	03/30/2010
Del Taco LLC	KID LOCO	2708826	04/22/2003
Del Taco LLC	MACHO BEEF BURRITO	3229690	04/17/2007

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration/Serial Number</u>	<u>Registration/File Date</u>
Del Taco LLC	MACHO BURGER	3861709	10/12/2010
Del Taco LLC	MACHO MONEY	3441958	06/03/2008
Del Taco LLC	MACHO NACHOS	1990648	08/06/1996
Del Taco LLC	MACHO ROAST	3292266	09/11/2007
Del Taco LLC	MACHO TACO	3229691	04/17/2007
Del Taco LLC	MAKIN' IT FRESH	2865565	07/20/2004
Del Taco LLC	NAUGLES	1043729	07/13/1976
Del Taco LLC	NAUGLES	4,261,951	12/18/2012
Del Taco LLC	THE WORKS BURRITO	1975401	05/21/1996
Del Taco LLC	ULTIMATE TACO	2935584	03/22/2005
Del Taco LLC	YOU DECIDE WHAT GOES INSIDE	3814345	07/06/2010
Del Taco LLC	DEL TACO	85468021	11/09/2011
Del Taco LLC	TACOBBERFEST	3397470	07/19/2011

## GRANT OF TRADEMARK SECURITY INTEREST

April 1, 2013

**WHEREAS, DEL TACO LLC**, a California limited liability company ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, F&C RESTAURANT HOLDING CO.**, a Delaware corporation ("Holdings") and SAGITTARIUS RESTAURANTS LLC, a Delaware limited liability company (the "Borrower") have entered into a Credit Agreement, dated as of April 1, 2013 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and General Electric Capital Corporation, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent" and in such capacity, herein called "Secured Party") for and representative of the Beneficiaries (as hereinafter defined), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrower; and

**WHEREAS**, certain of the Lender Parties may, from time to time, enter into Lender Rate Contracts with the Borrower or provide Lender Bank Products to the Borrower;

**WHEREAS**, Secured Party, the Lender Parties, their successors and assigns and each other party from time to time that becomes a Lender Party under the Credit Agreement are sometimes referred to herein as "Beneficiaries"; and

**WHEREAS**, Grantor has executed and delivered that certain Subsidiary Guaranty, dated as of April 1, 2013 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Guaranty") in favor of Secured Party for the benefit of the Beneficiaries, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrower under the Credit Agreement and the other Credit Documents; and

**WHEREAS**, pursuant to the terms of a Security Agreement, dated as of April 1, 2013 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or

other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (provided that Trademark Collateral shall not include any United States intent-to-use trademark or service-mark application to the extent and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law; provided further, that, immediately upon the acceptance of evidence of use of such trademark or service mark by the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C. 1051 et seq.), such application shall be automatically subject to the security interest granted herein and be deemed to be included in the Trademark Collateral); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

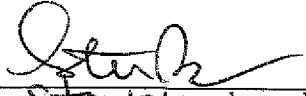
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]



IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

DEL TACO LLC

By:   
Name: Steven L. Brake  
Title: VP CFO

[GRANT OF TRADEMARK SECURITY INTEREST TO SECURITY AGREEMENT]

TRADEMARK  
REEL: 004995 FRAME: 0542

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration/Serial Number</u>	<u>Registration/File Date</u>
Del Taco LLC	ALL NIGHT LONG, BABY	3292356	09/11/2007
Del Taco LLC	BREAKFIESTA	3814201	07/06/2010
Del Taco LLC	CLASSIC TACO	3619050	05/12/2009
Del Taco LLC	Del Taco (stylized)	1221321	12/21/1982
Del Taco LLC	DEL TACO	3578966	2/24/2009
Del Taco LLC	DEL TACO and design (3- dimensional sunrise)	2492285	09/25/2001
Del Taco LLC	DEL TACO and design (big sun-horizontal)	1830903	04/12/1994
Del Taco LLC	DEL TACO and design (border)	1728349	10/27/1992
Del Taco LLC	DEL TACO and design (little sun-vertical)	1793268	09/14/1993
Del Taco LLC	DEL TACO MEXICAN CAFE	1392800	05/06/1986
Del Taco LLC	Del Taco stylized and design (pinwheel)	1035949	03/16/1976
Del Taco LLC	DOUBLE DEL	1219339	12/07/1982
Del Taco LLC	FEED THE BEAST	3441451	06/03/2008
Del Taco LLC	FEED THE BEAST and design	3375876	01/29/2008
Del Taco LLC	GET A LOT FOR WHAT YOU'VE GOT	1871752	01/03/1995
Del Taco LLC	GO BOLD	3674142	08/25/2009
Del Taco LLC	GO BOLD OR GO HOME	3768335	03/30/2010
Del Taco LLC	KID LOCO	2708826	04/22/2003
Del Taco LLC	MACHO BEEF BURRITO	3229690	04/17/2007

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration/Serial Number</u>	<u>Registration/File Date</u>
Del Taco LLC	MACHO BURGER	3861709	10/12/2010
Del Taco LLC	MACHO MONEY	3441958	06/03/2008
Del Taco LLC	MACHO NACHOS	1990648	08/06/1996
Del Taco LLC	MACHO ROAST	3292266	09/11/2007
Del Taco LLC	MACHO TACO	3229691	04/17/2007
Del Taco LLC	MAKIN' IT FRESH	2865565	07/20/2004
Del Taco LLC	NAUGLES	1043729	07/13/1976
Del Taco LLC	NAUGLES	4,261,951	12/18/2012
Del Taco LLC	THE WORKS BURRITO	1975401	05/21/1996
Del Taco LLC	ULTIMATE TACO	2935584	03/22/2005
Del Taco LLC	YOU DECIDE WHAT GOES INSIDE	3814345	07/06/2010
Del Taco LLC	DEL TACO	85468021	11/09/2011
Del Taco LLC	TACOBERFEST	3397470	07/19/2011