

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3776272

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
TACO, INC.	03/03/2016
RECEIVING PARTY DATA	
Name:	CITIZENS BANK, NATIONAL ASSOCIATION
Street Address:	28 STATE STREET
Internal Address:	MS1515
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	7044398
Patent Number:	7708010
Patent Number:	8511296
Patent Number:	8594853
Patent Number:	7048200
Patent Number:	6742816
Patent Number:	6112545
Patent Number:	9207682
Patent Number:	7992527
Patent Number:	7706989
Patent Number:	7317993
Application Number:	13804129
Patent Number:	9200819
Patent Number:	6250323
CORRESPONDENCE DATA	
Fax Number:	(704)503-2622
<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:	704 503 2600

Email:	vbantug@kslaw.com
Correspondent Name:	KING & SPALDING
Address Line 1:	100 N TRYON STREET
Address Line 2:	SUITE 3900
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.015203
NAME OF SUBMITTER:	VICKY R. BANTUG
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	03/09/2016

Total Attachments: 5

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AMENDED AND RESTATED PATENT SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (the "Agreement"), dated as of March 3, 2016, is made by Taco, Inc., a Rhode Island corporation (the "Grantor"), in favor of CITIZENS BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of the date hereof (as the same may be amended, refinanced, replaced, restated, supplemented or modified from time to time, the "Loan Agreement"), by and among Taco Group Holdings Inc., a Rhode Island corporation (the "Borrower"), each of the Subsidiaries of the Borrower from time to time party thereto (each individually a "Guarantor" and collectively the "Guarantors"), the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), to guarantee the Obligations (as defined in the Loan Agreement) of each Loan Party (other than the Grantor);

WHEREAS, the Grantor is party to the Loan Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement; and

WHEREAS, this Agreement amends and restates, in its entirety, the Trademark Security Agreement, dated as of December 30, 2015, made between the parties hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral"):

(a) all of its patents and all exclusive licenses providing for the grant to the Grantor of an exclusive right under a third party's issued or applied for patent identified by patent or application number, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Patent Security Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patent Collateral.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TACO, INC.

By: 

Name: Glenn R. Graham

Title: Treasurer

{Signature Page to Amended and Restated Patent Security Agreement}

PATENT
REEL: 038046 FRAME: 0870

ACCEPTED AND AGREED
as of the date first above written:

**CITIZENS BANK, NATIONAL
ASSOCIATION,**
as Agent

By: 
Name: Mark Sanko
Title: Managing Director

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. Registered Patents:

Owner	Registration Number	Issue Date
Taco, Inc.	7,044,398	05/16/2006
Taco, Inc.	7,708,010	05/04/2010
Taco, Inc.	8,511,296	08/20/2013
Taco, Inc.	8,594,853	11/26/2013
Taco, Inc.	6,250,323	06/26/2001
Taco, Inc.	7,048,200	05/23/2006
Taco, Inc.	6,742,816	06/01/2004
Taco, Inc.	6,112,545	09/05/2000
Taco, Inc.	9,207,682	12/08/2015
Taco, Inc.	7,992,527	08/09/2011
Taco, Inc.	7,706,989	04/27/2010
Taco, Inc.	7,317,993	01/08/2008

2. Patent Applications

Owner	Application Number	Application Filing Date	Status
Taco, Inc.	13/804,129	03/14/2013	Published
Taco, Inc.	14/328,606	07/10/2014	Pending
Taco, Inc.	14/088,089	11/22/2013	Pending
Taco, Inc.	13/768,423	02/15/2013	Allowed
Taco, Inc.	14/689,631	04/17/2015	Pending

3. Exclusive Patent License

- a. License Agreement, dated as of January 1, 2011, by and between Flamco B.V. and Taco, Inc.

1.