

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Del Taco LLC		03/29/2006	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2778
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1728349	DEL TACO
Registration Number:	1793268	DEL TACO
Registration Number:	1221321	DEL TACO
Registration Number:	1830903	DEL TACO
Registration Number:	1035949	DEL TACO
Registration Number:	1458796	DEL TACO EXPRESS
Registration Number:	1392800	DEL TACO MEXICAN CAFE
Registration Number:	2492285	DELTACO
Registration Number:	1219339	DOUBLE DEL
Registration Number:	1871752	GET A LOT FOR WHAT YOU'VE GOT
Registration Number:	2708826	KID LOCO
Registration Number:	1990648	MACHO NACHOS
Registration Number:	2865565	MAKIN' IT FRESH

**OP \$440.00 1728349**

Registration Number:	2152683	MEXICAN MUDSLIDE
Registration Number:	1043729	NAUGLES
Registration Number:	1975401	THE WORKS BURRITO
Registration Number:	2935584	ULTIMATE TACO

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7609  
Email: ksolomon@stblaw.com  
Correspondent Name: Kirstie Howard, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509333/0060
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/26/2006

**Total Attachments: 7**  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 29, 2006 is made by Del Taco LLC, a California limited liability company, located at 25521 Commercentre Drive, Lake Forest, California 92630 (the "Obligor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 South Dearborn Street, 19<sup>th</sup> Floor, Chicago, IL 60603-2003, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of March 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among F&C Restaurant Holding Co., a Delaware corporation and parent of the Obligor ("F&C"), and Sagittarius Restaurants LLC, a Delaware limited liability company and parent of the Obligor (the "Borrower"), the Lenders, the Agent, Wells Fargo Bank, N.A. and GE Antares Capital Corporation, as Co-Documentation Agents, and Credit Suisse Securities (USA) LLC, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, F&C, the Borrower, the Obligor, and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of March 29, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in all of such Obligor's right, title and interest in, to and under the United States Trademarks and United States Trademark Licenses (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment and performance when due of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEL TACO LLC

By: Ronald R Powell

Name: Ronald R. Powell

Title: Chairman and Chief Executive  
Officer

ACKNOWLEDGMENT

STATE OF California )  
 ) ss  
COUNTY OF Orange )

On the 24<sup>th</sup> day of March, 2006, before me personally came Ronald R. Powell, who is personally known to me to be the Chairman & CEO of Del Taco LLC, a \_\_\_\_\_ corporation; who, being duly sworn, did depose and say that she/he is the Chairman & CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

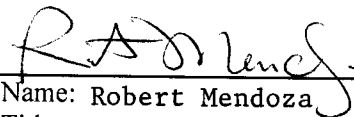


Deborah Sue Schuster  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent for the Lenders

by

A handwritten signature in black ink, appearing to read "R. Mendoza", is written over a horizontal line.

Name: Robert Mendoza

Title: Vice President

Date: April 25, 2006

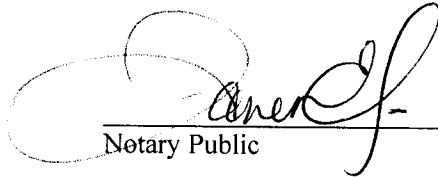
Grant of Security Interest in Trademark Rights

**TRADEMARK**  
**REEL: 003317 FRAME: 0677**

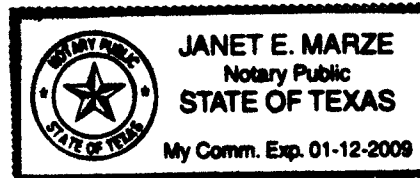
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF TEXAS )  
 ) ss  
COUNTY OF HARRIS )

On the 24<sup>th</sup> day of April, 2006, before me personally came Robert Mendive, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that ~~she~~ he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)








Grant of Security Interest in Trademark Rights

TRADEMARK  
REEL: 003317 FRAME: 0678



**SCHEDULE A**

**Del Taco LLC – U.S. Trademark Applications and Registrations**

Trademark	App. No. App. Date	Reg. No. Reg. Date
DEL TACO 	74093227 August 31, 1990	1728349 October 27, 1992
DEL TACO 	74226466 December 2, 1991	1793268 September 14, 1993
DEL TACO <b>DelTaco</b>	73281886 October 15, 1980	1221321 December 21, 1982
DEL TACO 	74227652 December 2, 1991	1830903 April 12, 1994
DEL TACO 	73047592 March 24, 1975	1035949 March 16, 1976
DEL TACO EXPRESS	73608657 July 9, 1986	1458796 September 22, 1987
DEL TACO MEXICAN CAFE	73525746 March 7, 1985	1392800 May 6, 1986
DELTACO 	76063044 June 2, 2000	2492285 September 25, 2001
DOUBLE DEL	73278408 September 19, 1980	1219339 December 7, 1982
GET A LOT FOR WHAT YOU'VE GOT	74488840 February 10, 1994	1871752 January 3, 1995
KID LOCO	76362533 January 23, 2002	2708826 April 22, 2003
MACHO NACHOS	74458750 November 16, 1993	1990648 August 6, 1996
MAKIN' IT FRESH	76480985 January 8, 2003	2865565 July 20, 2004
MEXICAN MUDSLIDE	74549515 July 12, 1994	2152683 April 21, 1998
NAUGLES	73057402 July 11, 1975	1043729 July 13, 1976
THE WORKS BURRITO	74567981 August 31, 1994	1975401 May 21, 1996
ULTIMATE TACO	76190799 January 3, 2001	2935584 March 22, 2005