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ENT OF COMMERCE
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Form PTO-1594
1-31-92

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
National Westminster Bank PLC

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State: Delaware
 Other - Public united company, incorporated in the United Kingdom

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Union Bank of California, N.A.
 Internal Address: _____
 Street Address: 445 South Figueroa Street
 City: Los Angeles State: California ZIP: 90071

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other - Assignment of a Security Interest

Execution Date: August 3, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - a national banking association

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)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Trademark Registration No.(s)\
1,854,764

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address: White & Case LLP

 Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 15

7. Total fee (37 CFR 3.41): \$ 390.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

 (23-1705 in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

10/08/1999 JSMBRAZZ 00000067 1854764

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 350.00 OP

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke Brian T. Jaenicke 10/6/99
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BURRITOS BY THE FOOT! and Design	1,854,764	September 20, 1994
LA VILLA TAXCO	1,561,620	October 17, 1989
ACAPULCO	1,411,761	September 30, 1986
ACAPULCO (Stylized)	1,128,023	December 18, 1979
LOS ARCOS (Stylized)	1,128,429	December 25, 1979
ENCHILADAS EXOTICAS!	1,792,797	September 14, 1993
MARGARITA CLASSICA	1,809,471	December 7, 1993
SEA OF CORTEZ	1,696,294	June 23, 1992
FAJITAS FANTASTICAS!	1,736,817	December 1, 1992
SAN FRANCISCO SPECIAL	1,150,058	March 31, 1981
HUMONGO	2,019,234	November 26, 1996
MARGARITA MONDAYS	2,098,690	September 23, 1997
AMIGOS CLUB	2,056,826	April 29, 1997
ACAPULCO MEXICAN RESTAURANT Y CANTINA and Design	2,115,063	November 25, 1997
SI, WE CAN! and Design	1,806,610	November 23, 1993

ASSIGNMENT AGREEMENT

DATE: August 3, 1999

Reference is made to the Credit Agreement described in Item 2 of Annex I annexed hereto (as such Credit Agreement may hereafter be amended, modified or supplemented from time to time, the "Credit Agreement"). Unless defined in Annex I attached hereto, terms defined in the Credit Agreement are used herein as therein defined. National Westminster Bank Plc (the "Assignor") and Union Bank of California, N.A. (the "Assignee"), hereby agree as follows:

1. The Assignor hereby sells and assigns to the Assignee without recourse and without representation or warranty (other than as expressly provided herein), and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified in Item 4 of Annex I (the "Assigned Share") of all of the outstanding rights and obligations under the Credit Agreement relating to the Facilities indicated in Item 4 of Annex I, including, without limitation, (x) in the case of any assignment of all or any portion of outstanding A Term Loans, all rights and obligations with respect to the Assigned Share of such outstanding A Term Loans, (y) in the case of any assignment of all or any portion of outstanding B Term Loans, all rights and obligations with respect to the Assigned Share of such outstanding B Term Loans, and (z) in the case of any assignment of all or any portion of the Total Revolving Commitment, all rights and obligations with respect to the Assigned Share of the Total Revolving Commitment and of any outstanding Revolving Loans and Letters of Credit. After giving effect to such sale and assignment, the Assignee's Revolving Commitment and the amount of the outstanding A Term Loans and B Term Loans owing to the Assignee will be as set forth in Item 4 of Annex I.

2. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any liens or security interests; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the other Credit Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or the other Credit Documents or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or any Subsidiary Guarantor or the performance or observance by the Borrower or any Subsidiary Guarantor of any of its obligations under the Credit Agreement or the other Credit Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (i) represents and warrants that it is duly authorized to enter into and perform the terms of this Assignment Agreement; (ii) confirms that it has received a copy of the Credit Agreement and the other Credit Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed

appropriate to make its own credit analysis and decision to enter into this Assignment Agreement; (iii) agrees that it will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Credit Documents as are delegated to the Administrative Agent and the Collateral Agent by the terms thereof, together with such powers as are reasonably incidental thereto; (v) makes the representations and warranties required to be made by the Assignee under Section 12.04(d) of the Credit Agreement; and (vi) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

4. Following the execution of this Assignment Agreement by the Assignor and the Assignee, an executed original hereof (together with all attachments) will be delivered to the Administrative Agent. The effective date of this Assignment Agreement shall be (x) the date of execution hereof by the Assignor and the Assignee and, to the extent required by Section 12.04(b) of the Credit Agreement, the consent hereto by the Administrative Agent, the receipt by the Administrative Agent of the assignment fee referred to in Section 12.04(b) of the Credit Agreement and the recordation of the assignment effected hereby by the Administrative Agent as provided in Section 12.16 of the Credit Agreement, or (y) such later date as is otherwise specified in Item 5 of Annex I hereto (the "Settlement Date").

5. Upon the delivery of a fully executed original hereof to the Administrative Agent, as of the Settlement Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment Agreement, have the rights and obligations of a Lender thereunder and under the other Credit Documents and (ii) the Assignor shall, to the extent provided in this Assignment Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Credit Documents.

6. It is agreed that upon the effectiveness hereof, the Assignee shall be entitled to (x) all interest on the Assigned Share of the A Term Loans, B Term Loans and/or Revolving Loans at the rates specified in Item 6 of Annex I, (y) the Commitment Commission (if applicable) on the Assigned Share of the Total Revolving Commitment at the rate specified in Item 7 of Annex I and (z) all Letter of Credit Fees (if applicable) on the Assignee's participation in all Letters of Credit at the rate specified in Item 8 of Annex I, which, in each case, accrue on and after the Settlement Date, such interest and, if applicable, Commitment Fees and Letter of Credit Fees, to be paid by the Administrative Agent, upon receipt thereof from the Borrower, directly to the Assignee. It is further agreed that all payments of principal made by the Borrower on the Assigned Share of the A Term Loans, B Term Loans and/or Revolving Loans which occur on and after the Settlement Date will be paid directly by the Administrative Agent to the Assignee. Upon the Settlement Date, the Assignee shall pay to the Assignor an amount specified by the Assignor in writing which represents the Assignee's Assigned Share of the principal amount of the respective A Term Loans, B Term Loans and/or Revolving Loans which are outstanding on the Settlement Date, net of any closing costs. The Assignor and the Assignee

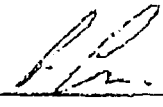
shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Settlement Date directly between themselves.

7. THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


* * *

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

NATIONAL WESTMINSTER
BANK PLC,
as Assignor


By 
Title: *Senior Vice President*

UNION BANK OF CALIFORNIA,
N.A.,
as Assignee

By 
Title: *vice President*

Acknowledged and Agreed:

NATIONAL WESTMINSTER BANK PLC,
as Administrative Agent

By 
Title: *Senior Vice President.*

ANNEX FOR ASSIGNMENT AGREEMENT

ANNEX I

1 The Borrower: Acapulco Acquisition Corp.

2 Name and Date of Credit Agreement:

Credit Agreement, dated as of July 10, 1998, among Acapulco Acquisition Corp., the Lenders from time to time party thereto, and National Westminster Bank Plc, as Administrative Agent.

3 Date of Assignment Agreement:

August ²⁰ 18 1999 JPH

4 Amounts (as of date of item #3 above):

	<u>Outstanding Principal of A Term Loans</u>	<u>Outstanding Principal of B Term Loans</u>	<u>Total Revolving Commitment</u>
a. Aggregate Amount for all Banks	\$9,383,250.00	\$17,865,000.00	\$7,500,000.00
b. Assigned Share	37.142857%	0.0%	37.142857%
c. Amount of Assigned Share	\$3,484,464.28	\$0.00	\$2,785,714.29

5 Settlement Date:

August ²⁰ 10, 1999 JPH

6 Rate of Interest to the Assignee: As set forth in Section 1.08 of the Credit Agreement (unless otherwise agreed to by the Assignor and the Assignee).

7 Commitment Commission to the Assignee: As set forth in Section 3.01(a) of the Credit Agreement, (unless otherwise agreed to by the Assignor and the Assignee).

8 Letter of Credit Fees to the Assignee: As set forth in Section 3.01(b) of the Credit Agreement (unless otherwise agreed to by the Assignor and the Assignee).

9. Notices:

ASSIGNOR:

National Westminster Bank Plc
65 East 55th Street
21st Floor
New York, NY 10022
Attention: Drew Weinberg
Telephone No.: (212) 401-1330
Facsimile No.: (212) 401-1390
Reference: Acapulco Acquisition Corporation

ASSIGNEE:

Union Bank of California, N.A.
445 South Figueroa Street
10th Floor
Los Angeles, CA 90071
Attention: Jon Strayer
Telephone No.: (213) 236-7760
Facsimile No.: (213) 236-7635
Reference: Acapulco Acquisition Corporation

10. Payment Instructions:

ASSIGNOR:

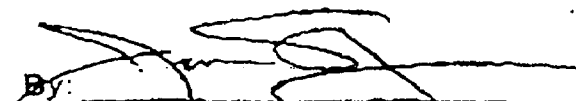
Chase Manhattan Bank, New York
Account Name: NWB PLC-NY FX
ABA No.: 021-000-021
Account No.: 001 101 2440
Reference: Acapulco Acquisition Corporation

ASSIGNEE:


Union Bank of California, N.A.
Monterey Park, California
ABA No.: 122 000 496
Account No.: 070-196431
Reference: Acapulco Acquisition Corporation
Attention: Commercial Loan Operations

Accepted and Agreed:

UNION BANK OF CALIFORNIA,
N.A.

By: 
Name: Jon Strayer
Title: Vice President

NATIONAL WESTMINSTER
BANK PLC

By: 
Name: Paul Corio
Title: Sales and Marketing