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Form PTO-1594

(Rev 6-93)

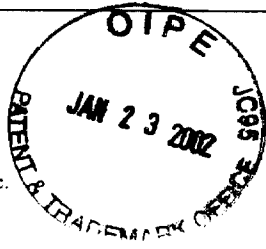
TRADEMARK COVER SHEET

U.S. Department of Commerce

TRADEMARKS ONLY

Patent and Trademark Office

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



1. Name of conveying party(ies):

- Acapulco Acquisition Corp.
- Acapulco Restaurants, Inc.
- El Torito Franchising Company
- El Torito Restaurants, Inc.
- Acapulco Restaurant of Encinitas, Inc.
- Tarv, Inc.
- Acapulco Restaurant of Ventura, Inc.
- Acapulco Restaurant of Westwood, Inc.
- Acapulco Mark Corp.
- Murray Pacific
- ALA Design, Inc.
- ALA Foods, Inc.
- Acapulco Restaurant of Downey, Inc.
- Acapulco Restaurant of Moreno Valley, Inc.
- El Paso Cantina, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporations
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Supplement to Trademark Collateral Security and Pledge Agreement

Execution Date: January 17, 2002

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

Name: Fleet National Bank, as agent

Internal Address: MA DE 10006A

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

Country: U.S.A/

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

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 trademark number(s):

If this document is being filed together with a new application, the execution date of the application is 23895

A. Trademark Application No.(s) See attached list

B. Trademark No.(s) See Attached List

Additional numbers attached Yes No

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

Name: Nora A. Whitescarver

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 19

7. Total fee (37 CFR 3.41): \$490.00

- Enclosed (Check No. 1260)
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

January 23, 2001
Date

Total number of pages comprising cover sheet and document attachments: 7

0225/2002 LNWELLER 00000233 2309527

40.00 IP
450.00 TP

LIST OF TRADEMARKS AND
APPLICATIONS FOR TRADEMARK REGISTRATIONS

Owner	Registration No. or Pending Application	Trademark	Registration Date or Application Date
Acapulco Restaurants, Inc.	2,389,527	Sea of Cortez	9-26-2000
Acapulco Restaurants, Inc.	2,393,744	Si, We Can! (Design)	10-10-2000
Acapulco Restaurants, Inc.	2,458,752	Cranberry Gold	6-5-2001
El Torito Restaurants Inc.	2,410,258	El Torito (Stylized)	12-5-2000
El Torito Restaurants Inc.	2,410,247	El Torito (Stylized)	12-5-2000
El Torito Restaurants Inc.	Application # 76/044,046	El Torito (Stylized)	5-8-2000
El Torito Restaurants Inc.	2,418,861	El Torito Est. 1954 and Design	1-9-2001
El Torito Restaurants Inc.	2,410,249	El Torito Est. 1954 and Design	12-5-2000
El Torito Restaurants Inc.	Application # 76/044,043	El Torito Est. 1954 and Design	5-8-2000
El Torito Restaurants Inc.	2,403,777	Grande Sensations	11-14-2000
El Torito Restaurants Inc.	2,410,253	Miscellaneous Design	12-5-2000
El Torito Restaurants Inc.	2,336,340	Miscellaneous Design	3-28-2000
El Torito Restaurants Inc.	Application # 76/044,063	Miscellaneous Design	5-8-2000
El Torito Restaurants Inc.	Application # 76/212,026	Miscellaneous Design	2-15-2001
El Torito Restaurants Inc.	2,481,427	Mucho Wacko-Skins	8-28-2001
El Torito Restaurants Inc.	2,366,289	Pollo In Paradise Burrito	7-11-2000
El Torito Restaurants Inc.	2,412,092	Quixtapas	12-12-2000
El Torito Restaurants Inc.	2,429,398	Surfin' Skewers	2-20-2001
El Torito Restaurants Inc.	2,465,051	Totally Intense Tortas	7-3-2001

SUPPLEMENT TO TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

SUPPLEMENT TO TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Trademark Supplement"), dated as of January 17, 2002, among ACAPULCO ACQUISITION CORP., a Delaware corporation, ACAPULCO RESTAURANTS, INC., a Delaware corporation, EL TORITO FRANCHISING COMPANY, a Delaware corporation, EL TORITO RESTAURANTS, INC., a Delaware corporation, ACAPULCO RESTAURANT OF ENCINITAS, INC., a California corporation, TARV, INC., a California corporation, ACAPULCO RESTAURANT OF VENTURA, INC., a California corporation, ACAPULCO RESTAURANT OF WESTWOOD, INC., a California corporation, ACAPULCO MARK CORP., a Delaware corporation, MURRAY PACIFIC, a California corporation, ALA DESIGN, INC., a California corporation, ALA FOODS, INC., a California corporation, ACAPULCO RESTAURANT OF DOWNEY, INC., a California corporation, ACAPULCO RESTAURANT OF MORENO VALLEY, INC., a California corporation, and EL PASO CANTINA, INC., a California corporation (each, an "Assignor", and collectively, the "Assignors") and FLEET NATIONAL BANK, a national banking association, as agent (hereinafter, in such capacity, the "Agent") for itself and such other lending institutions (collectively, the "Lenders") which are or may become parties to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, the Assignors, the Lenders and the Agent are parties to a Revolving Credit and Term Loan Agreement, dated as of June 28, 2000 (as heretofore amended, modified and supplemented, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit;

WHEREAS, the Assignors and the Agent are parties to a Trademark Collateral Security and Pledge Agreement, dated as of June 28, 2000 (as heretofore amended, modified and supplemented, the "Trademark Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Trademark Security Agreement, the Assignors are required to execute this Trademark Supplement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor wishes to supplement the Trademark Security Agreement in certain respects and, accordingly, agrees as follows:

Section 1. Definitions. Except as otherwise defined in this Trademark Supplement, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Supplement. Subject to the satisfaction of the conditions precedent specified in Section 4 below, but effective as of the date hereof, the Trademark Security Agreement shall be amended as follows:

(a) Updated Schedule A. Schedule A to the Trademark Security Agreement shall be supplemented to include the trademarks listed on the attached Annex 1.

(b) Updated Exhibit 1. The Annex attached to Exhibit 1 to the Trademark Security Agreement shall be supplemented to include the trademarks listed on the attached Annex 1.

Section 3. Representations and Warranties. Each Assignor represents and warrants to the Lenders and the Agent that the representations and warranties set forth in Section 3 of the Trademark Security Agreement are true and complete on the date hereof as if made on and as of the date hereof and as if each reference in said Section 3 to "this Trademark Agreement" included reference to this Trademark Supplement.

Section 4. Conditions Precedent. As provided in Section 2 above, the modifications to the Trademark Security Agreement set forth in said Section 2 shall become effective, as of the date hereof, upon the execution and delivery of this Trademark Supplement by the Assignors and the Agent.

Section 5. Indemnity; Fees and Expense, etc. Without limiting the provisions of any other Loan Document, each of the undersigned agrees to reimburse the Agent for its reasonable out-of-pocket expenses incurred in connection with this Trademark Supplement, including reasonable attorney's fees and expenses of the Agent's counsel.

Section 6. Miscellaneous. Except as herein provided, the Trademark Security Agreement shall remain unchanged and in full force and effect. This Trademark Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Trademark Supplement by signing any such counterpart. **THIS TRADEMARK SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.**

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Amendment to be duly executed and delivered as of the day and year first above written.

ACAPULCO ACQUISITION CORP.
ACAPULCO RESTAURANTS, INC.
EL TORITO FRANCHISING COMPANY
EL TORITO RESTAURANTS, INC.
ACAPULCO RESTAURANT OF ENCINITAS,
INC.
TARV, INC.
ACAPULCO RESTAURANT OF VENTURA,
INC.
ACAPULCO RESTAURANT OF WESTWOOD,
INC.
ACAPULCO MARK CORP.
MURRAY PACIFIC
ALA DESIGN, INC.
ALA FOODS, INC.
ACAPULCO RESTAURANT OF DOWNEY, INC.
ACAPULCO RESTAURANT OF MORENO
VALLEY, INC.
EL PASO CANTINA, INC.

By: George P. Harbison
Name: George P. Harbison
Title: CFO

FLEET NATIONAL BANK,
as Agent

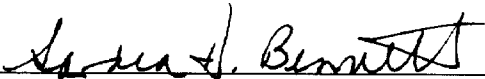
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Supplement to be duly executed and delivered as of the day and year first above written.

ACAPULCO ACQUISITION CORP.
ACAPULCO RESTAURANTS, INC.
EL TORITO FRANCHISING COMPANY
EL TORITO RESTAURANTS, INC.
ACAPULCO RESTAURANT OF ENCINITAS,
INC.
TARV, INC.
ACAPULCO RESTAURANT OF VENTURA,
INC.
ACAPULCO RESTAURANT OF WESTWOOD,
INC.
ACAPULCO MARK CORP.
MURRAY PACIFIC
ALA DESIGN, INC.
ALA FOODS, INC.
ACAPULCO RESTAURANT OF DOWNEY, INC.
ACAPULCO RESTAURANT OF MORENO
VALLEY, INC.
EL PASO CANTINA, INC.

By: _____
Name:
Title:

FLEET NATIONAL BANK,
as Agent

By: 
Name: Sandra H. Bennett
Title: Senior Vice President

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