

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Release of Security Interest in Intellectual Property Collateral |

**CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                                 |
|---|----------|----------------|---|
| The Bank of New York Mellon Trust Company, N.A. |          | 07/14/2011     | National Banking Association: UNITED STATES |

**RECEIVING PARTY DATA**

|                          |                       |
|--------------------------|-----------------------|
| <b>Name:</b>             | El Pollo Loco, Inc.   |
| <b>Street Address:</b>   | 3535 Harbor Blvd.     |
| <b>Internal Address:</b> | Suite 100             |
| <b>City:</b>             | Costa Mesa            |
| <b>State/Country:</b>    | CALIFORNIA            |
| <b>Postal Code:</b>      | 92626                 |
| <b>Entity Type:</b>      | CORPORATION: DELAWARE |

**PROPERTY NUMBERS Total: 25**

| Property Type        | Number  | Word Mark                                   |
|----------------------|---------|---|
| Registration Number: | 2758094 | CHICKEN LOVER'S BURRITO                     |
| Registration Number: | 2639261 | CLASSIC CHICKEN BURRITO                     |
| Registration Number: | 1237518 | EL POLLO LOCO                               |
| Registration Number: | 3162229 | EL POLLO LOCO                               |
| Registration Number: | 3262641 | EL POLLO LOCO                               |
| Registration Number: | 2934591 | EL POLLO LOCO                               |
| Registration Number: | 3262640 | EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN |
| Registration Number: | 3288881 | EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN |
| Registration Number: | 3331273 | EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN |
| Registration Number: | 3345387 | EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN |
| Registration Number: | 3320540 | EL POLLO LOCO FLAME-GRILLED MEXICAN CHICKEN |
| Registration Number: | 3455685 | EPL-TO-GO                                   |
| Registration Number: | 2822859 | GIVE IN TO THE POLLO                        |

CH \$640.00 2758094

|                      |          |   |
|----------------------|----------|---|
| Registration Number: | 3291494  | GRILLED FIESTA BURRITO                    |
| Registration Number: | 3335856  | IS IT WRONG TO LOVE A CHICKEN?            |
| Registration Number: | 2743949  | ORIGINAL MEXICAN FLAME-BROILED CHICKEN    |
| Registration Number: | 2132185  | POLLO BOWL                                |
| Registration Number: | 3046949  | TASTE THE FIRE                            |
| Registration Number: | 1237519  | THE CRAZY CHICKEN                         |
| Registration Number: | 1498099  | THE ORIGINAL MEXICAN CHAR-BROILED CHICKEN |
| Registration Number: | 3072222  | TWICE GRILLED BURRITO                     |
| Registration Number: | 2684927  | ULTIMATE CHICKEN BURRITO                  |
| Registration Number: | 2850594  | UNA LOCA PASION                           |
| Registration Number: | 2473672  | WHEN YOU'RE CRAZY FOR CHICKEN             |
| Serial Number:       | 78970443 | POLLO TO THE PEOPLE                       |

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: robert.wise@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: 4 Times Square  
Address Line 2: Attn: John Deming  
Address Line 4: New York, NEW YORK 10036

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 102380/6      |
| NAME OF SUBMITTER:      | John Deming   |
| Signature:              | /John Deming/ |
| Date:                   | 07/19/2011    |

**Total Attachments: 9**

source=Release of Security Interest in Intellectual Property Collateral#page1.tif  
source=Release of Security Interest in Intellectual Property Collateral#page2.tif  
source=Release of Security Interest in Intellectual Property Collateral#page3.tif  
source=Release of Security Interest in Intellectual Property Collateral#page4.tif  
source=Release of Security Interest in Intellectual Property Collateral#page5.tif  
source=Release of Security Interest in Intellectual Property Collateral#page6.tif  
source=Release of Security Interest in Intellectual Property Collateral#page7.tif  
source=Release of Security Interest in Intellectual Property Collateral#page8.tif  
source=Release of Security Interest in Intellectual Property Collateral#page9.tif

**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this "Release"), dated as of July 14, 2011, is made by **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, as Collateral Agent (the "Agent") in favor of El Pollo Loco, Inc. (the "Grantor"). Terms used in this Release and not herein defined shall have the meanings set forth in the Security Agreement and IP Security Agreements as defined below, as applicable.

**WHEREAS**, the Grantor issued 11¾% Senior Secured Notes due 2012 ("Notes") pursuant to that certain Indenture, dated as of May 22, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), among the Grantor, the other grantors party thereto and the Agent, as Trustee, pursuant to which Holdings, the Grantor and the other grantors party thereto guaranteed the payment of all of the principal of and interest and premium on the Notes;

**WHEREAS**, in order to secure (i) the payment of all of the principal of and interest and premium, if any, on the Notes and the payment and performance of all other Obligations and (ii) all of the Grantor's and other grantors' obligations and liabilities thereunder and in connection therewith, the Grantor and other grantors party thereto were required to execute and deliver that certain Security Agreement, dated as of May 22, 2009 among the Grantor, Holdings, the other grantors party thereto, and the Agent (the "Security Agreement") pursuant to the Indenture;

**WHEREAS**, pursuant to the Security Agreement, the Grantor granted a security interest to the Agent in the Collateral, including the Pledged Trademarks and Pledged Copyrights, and was required to execute (i) that certain Second Lien Trademark Security Agreement dated as of May 22, 2009 (the "Trademark Security Agreement") and (ii) that certain Second Lien Copyright Security Agreement dated as of May 22, 2009 (the "Copyright Security Agreement", and together with the Trademark Security Agreement, the "IP Security Agreements");

**WHEREAS**, pursuant to the Trademark Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Pledged Trademarks, including, but not limited to the registrations and applications referred to in Schedule A attached hereto;

**WHEREAS**, pursuant to the Copyright Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Pledged Copyrights, including, without limitation, the registrations and applications referred to in Schedule B attached hereto;

**WHEREAS**, (i) the Trademark Security Agreement was recorded with the Trademark Division of the U.S. Patent and Trademark Office on May 22, 2009 at Reel/Frame No. 3992/0744 and on June 18, 2010 at Reel/Frame No. 4227/0422 and (ii) the Copyright Security Agreement was recorded with the U.S. Copyright Office on June 23, 2009 at Volume 3579, Document 541, Pages 1-6;

**WHEREAS**, the Agent has been requested by the Grantor to release in its entirety its security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Pledged Trademarks, including, but not limited to the registrations and applications referred to in Schedule A attached hereto and the Pledged Copyrights, including, without limitation, the registrations and

applications referred to in Schedule B attached hereto and the Agent has received an Opinion of Counsel and Officer's Certificate stating that the conditions precedent to such release have been complied with.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent without representation, warranty or recourse hereby releases and terminates all of its security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Pledged Trademarks, including, but not limited to the registrations and applications referred to in Schedule A attached hereto and the Pledged Copyrights, including, without limitation, the registrations and applications referred to in Schedule B attached hereto, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Pledged Trademarks and Pledged Copyrights to the Grantor.

The Agent hereby authorizes and requests that the Commissioner for Trademarks, the Registrar of Copyrights and any other applicable government officer record this Release.

The Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

**THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.




**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Collateral Agent**



By: *Teresa Petta*  
Name: TERESA PETTA  
Title: VICE PRESIDENT

**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY COLLATERAL**

[See attached.]

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

| Trademark  | Reg. No.<br>(App. No.) | Reg. Date<br>(App. Date) | Record Owner                         |
|--|------------------------|--------------------------|--------------------------------------|
| CHICKEN LOVER'S<br>BURRITO   | 2758094                | 02-Sep-2003              | El Pollo Loco, Inc. (Delaware corp.) |
| CLASSIC CHICKEN<br>BURRITO   | 2639261                | 22-Oct-2002              | El Pollo Loco, Inc. (Delaware corp.) |
| EL POLLO LOCO  | 1237518                | 10-May-1983              | El Pollo Loco, Inc. (Delaware corp.) |
| EL POLLO LOCO  | 3162229                | 24-Oct-2006              | El Pollo Loco, Inc. (Delaware corp.) |
| EL POLLO LOCO &<br>Design (Stacked)<br>  | 3262641                | 10-Jul-2007              | El Pollo Loco, Inc. (Delaware corp.) |
| EL POLLO LOCO<br>(New Tombstone<br>Design)<br>                                    | 2934591                | 22-Mar-2005              | El Pollo Loco, Inc. (Delaware corp.) |
| EL POLLO LOCO<br>FLAME-GRILLED<br>MEXICAN<br>CHICKEN   | 3262640                | 10-Jul-2007              | El Pollo Loco, Inc. (Delaware corp.) |
| EL POLLO LOCO<br>FLAME-GRILLED<br>MEXICAN<br>CHICKEN   | 3288881                | 04-Sep-2007              | El Pollo Loco, Inc. (Delaware corp.) |
| EL POLLO LOCO<br>FLAME-GRILLED<br>MEXICAN<br>CHICKEN & Design<br>(Horizontal)<br> | 3331273                | 06-Nov-2007              | El Pollo Loco, Inc. (Delaware corp.) |

| Trademark  | Reg. No.<br>(App. No.) | Reg. Date<br>(App. Date) | Record Owner                         |
|--|------------------------|--------------------------|--------------------------------------|
| EL POLLO LOCO<br>FLAME-GRILLED<br>MEXICAN<br>CHICKEN & Design<br>(Stacked)<br>  | 3345387                | 27-Nov-2007              | El Pollo Loco, Inc. (Delaware corp.) |
| EL POLLO LOCO<br>FLAME-GRILLED<br>MEXICAN<br>CHICKEN & Design<br>(Stacked)<br> | 3320540                | 23-Oct-2007              | El Pollo Loco, Inc. (Delaware corp.) |
| EPL-TO-GO  | 3455685                | 24-Jun-2008              | El Pollo Loco, Inc. (Delaware corp.) |
| GIVE IN TO THE<br>POLLO  | 2822859                | 16-Mar-2004              | El Pollo Loco, Inc. (Delaware corp.) |
| GRILLED FIESTA<br>BURRITO  | 3291494                | 11-Sep-2007              | El Pollo Loco, Inc. (Delaware corp.) |
| IS IT WRONG TO<br>LOVE A CHICKEN?  | 3335856                | 13-Nov-2007              | El Pollo Loco, Inc. (Delaware corp.) |
| ORIGINAL<br>MEXICAN FLAME-<br>BROILED CHICKEN  | 2743949                | 29-Jul-2003              | El Pollo Loco, Inc. (Delaware corp.) |
| POLLO BOWL   | 2132185                | 27-Jan-1998              | El Pollo Loco, Inc. (Delaware corp.) |
| POLLO TO THE<br>PEOPLE   | (78/970,443)           | (08-Sep-2006)            | El Pollo Loco, Inc. (Delaware corp.) |
| TASTE THE FIRE   | 3046949                | 17-Jan-2006              | El Pollo Loco, Inc. (Delaware corp.) |
| THE CRAZY<br>CHICKEN   | 1237519                | 10-May-1983              | El Pollo Loco, Inc. (Delaware corp.) |
| THE ORIGINAL<br>MEXICAN CHAR-<br>BROILED CHICKEN   | 1498099                | 26-Jul-1988              | El Pollo Loco, Inc. (Delaware corp.) |
| TWICE GRILLED<br>BURRITO   | 3072222                | 21-Mar-2006              | El Pollo Loco, Inc. (Delaware corp.) |



| Trademark  | Reg. No.<br>(App. No.) | Reg. Date<br>(App. Date) | Record Owner                         |
|--|------------------------|--------------------------|--------------------------------------|
| ULTIMATE<br>CHICKEN BURRITO                          | 2684927                | 04-Feb-2003              | El Pollo Loco, Inc. (Delaware corp.) |
| UNA LOCA PASION<br>(Stylized)<br><br>UNA LOCA PASIÓN | 2850594                | 08-Jun-2004              | El Pollo Loco, Inc. (Delaware corp.) |
| WHEN YOU'RE<br>CRAZY FOR<br>CHICKEN                  | 2473672                | 31-Jul-2001              | El Pollo Loco, Inc. (Delaware corp.) |

**SCHEDULE B  
TO  
RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY COLLATERAL**

[See attached.]

U.S. REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

| Copyright Title | Reg. No.  | Reg. Date | Record Owner        |
|-----------------|-----------|-----------|---------------------|
| Loco head only. | VA1161490 | 9/30/2002 | El Pollo Loco, Inc. |
| Loco, standing. | VAu560774 | 9/30/2002 | El Pollo Loco, Inc. |