

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HMR ACQUISITION COMPANY, INC.		10/27/2016	Corporation: INDIANA
LAS ACQUISITION COMPANY, INC.		10/27/2016	Corporation: INDIANA
BARBICI, LLC		10/27/2016	Limited Liability Company: INDIANA
LA SENORITA FRANCHISE COMPANY		10/27/2016	Corporation: MICHIGAN

RECEIVING PARTY DATA

Name:	LAKE FOREST BANK & TRUST COMPANY
Street Address:	727 North Bank Lane
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Corporation: INDIANA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1331341	HACIENDA
Serial Number:	75635976	HACIENDA
Serial Number:	75638724	HACIENDA
Serial Number:	73677532	
Serial Number:	76405832	LA SENORITA
Serial Number:	77779506	LA SEÑORITA MEXICAN RESTAURANTS
Serial Number:	86142543	TAVOLETA
Serial Number:	86109153	BARBICI
Serial Number:	86106784	BAR BICI ITALIAN STREET FOOD
Serial Number:	86106668	BAR BICI ITALIAN STREET FOOD

CORRESPONDENCE DATA

Fax Number: 4023461148

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 402-346-6000
Email: bridget.stuhr@kutakrock.com
Correspondent Name: Bridget M Stuhr
Address Line 1: 1650 Farman Street
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Bridget M Stuhr
SIGNATURE:	/Bridget M Stuhr/
DATE SIGNED:	11/03/2016

Total Attachments: 6

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SECOND AMENDED AND RESTATED SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made and entered into as of October 27, 2016 by HMR ACQUISITION COMPANY, INC., an Indiana corporation, LAS ACQUISITION COMPANY, INC., an Indiana corporation, BARBICI, LLC, an Indiana limited liability company, and LA SENORITA FRANCHISE COMPANY, a Michigan corporation (collectively, “Debtors”) and LAKE FOREST BANK & TRUST COMPANY, a subsidiary of Wintrust Financial Corporation, as successor in interest to GE Capital Franchise Finance Corporation, as successor in interest to GE Capital Bank (together with its successors and assigns, if any, the “Lender”). This Agreement amends and restates that certain Amended and Restated Short-Form Intellectual Property Security Agreement, dated as of March 24, 2014 recorded with the United States Patent and Trademark Office (“USPTO”) on March 25, 2014 in Reel 5243 Frame 0615, and that certain Short-Form IP Security Agreement, dated as of January 4, 2016 recorded with the USPTO on January 7, 2016 in Reel 5704 Frame 0735, in each case, executed by one or more Debtors in favor of Lender.

R E C I T A L S

A. Pursuant to that certain Second Amended and Restated Credit Agreement of even date herewith by and between Debtors and Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), Lender has agreed, subject to the terms and conditions set forth in the Credit Agreement, to make a Loan or Loans (collectively, the “Loan”) to Debtors. Unless otherwise defined, each initially capitalized term used herein shall have the meaning ascribed to such term in the Credit Agreement.

B. Debtors and Lender have agreed to enter into this Agreement to further evidence the grant of the security interests in Debtors’ Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

A G R E E M E N T

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtors and Lender hereby agrees as follows:

Section 1. Security Interest. Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Lender, a security interest in and lien upon all of such Debtor’s Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached Exhibit A, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

Section 2. Grant of License. Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Lender, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender’s security interest in the Collateral.

Section 3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this

Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTORS:

HMR ACQUISITION COMPANY, INC., an Indiana corporation

LAS ACQUISITION COMPANY, INC., an Indiana corporation

BARBICI, LLC, an Indiana limited liability company, and


LA SENORITA FRANCHISE COMPANY, a Michigan corporation

By: Tamara L. Boetsma, CEO
Tamara L. Boetsma
Chief Executive Officer

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDER:

LAKE FOREST BANK & TRUST COMPANY, a subsidiary of Wintrust Financial Corporation, as successor in interest to GE Capital Franchise Finance Corporation, as successor in interest to GE Capital Bank

By: 
Printed Name: Sharon Mella
Title: VP

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Debtor:

I. Federal Registered Marks

Trademark	Trademark Owner Name	Federal Reg. No. (Serial No.)
Hacienda and Design	HMR ACQUISITION COMPANY, INC. , an Indiana corporation	1,331,341 (Serial No.: 73-389618)
Hacienda	HMR ACQUISITION COMPANY, INC. , an Indiana corporation	2,484,222 (Serial No.: 75-635976)
Hacienda	HMR ACQUISITION COMPANY, INC. , an Indiana corporation	2,466,961 (Serial No.: 75-638724)
Miscellaneous Design (“ <i>Sombrero Sam</i> ”)	LAS ACQUISITION COMPANY, INC. , an Indiana corporation	1,521,314 (Serial No.: 73-677532)
La Senorita	LAS ACQUISITION COMPANY, INC. , an Indiana corporation	2,683,500 (Serial No.: 76-405832)
La Senorita Mexican Restaurants and Design	LAS ACQUISITION COMPANY, INC. , an Indiana corporation	3,751,819 (Serial No.: 77-779506)
Tavoleta	BARBICI, LLC , an Indiana limited liability company	Serial No.: 86-142543
Barbici	BARBICI, LLC , an Indiana limited liability company	Serial No.: 86-109153
Bar Bici Italian Street Food Design	BARBICI, LLC , an Indiana limited liability company	Serial No.: 86-106784
Bar Bici Italian Street Food	BARBICI, LLC , an Indiana limited liability company	4,646,490 (Serial No.: 86-106668)

II. State Registered Marks

State	Trademark	Trademark Owner	State Reg. No.
Indiana	Hacienda and Design	5009-8123	July 28, 1987
Indiana	Fiesta To Go	1997-0316	June 22, 1997
Indiana	Ouch-Y-Wa-Wa!	2000-0105	March 22, 2000

C) Copyright:

D) Trade Secrets:

E) Domain Names:

<u>DOMAIN NAME</u>	<u>REGISTRATION DATE</u>	<u>EXPIRATION DATE</u>
haciendafiesta.com	November 26, 1996	November 25, 2016
lasfiesta.com	April 10, 2009	April 10, 2016
lasenorita.com	October 31, 2001	October 30, 2014
mybarbici.com	March 18, 2013	March 18, 2016