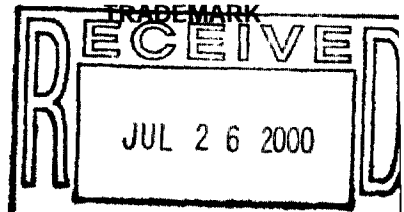


08-24-2000



101441061



MKD
7.26

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
04121999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

04121999

Name Rio Bravo International, Inc.

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Kansas

Receiving Party

Mark if additional names of receiving parties attached

Name Chevys, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2000 Powell Street

Address (line 2) Suite 200

Address (line 3) Emeryville CA 94608
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/23/2000 MTHAI1 00000274 2138256

01 FC:481
02 FC:482

40.00 OP
150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002124 FRAME: 0762

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2138256"/>	<input type="text" value="1388655"/>	<input type="text" value="2277837"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2131834"/>	<input type="text" value="1434357"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2163201"/>	<input type="text" value="1446992"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

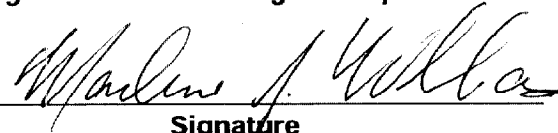
No

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. Charges to deposit account are authorized, as indicated herein.

Marlene J. Williams

Name of Person Signing



Signature

7/20/2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

ASSIGNMENT OF TRADEMARKS

WHEREAS, Rio Bravo International, Inc., a Kansas corporation and Innovative Restaurant Concepts, Inc., a Georgia corporation (collectively, "Assignors") together are the owners of all right, title and interest in and to the trademarks, service marks, trade names, and similar rights as indicated on the attached Annex A and the registrations and applications with the United States Patent and Trademark Office in respect of such trademarks, service marks, trade names, copyrights and similar rights appearing on the attached Annex A (said trademarks, service marks, trade names, copyrights and similar rights and said registration and applications in respect thereof being collectively referred herein to as the "Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 10, 1999 by and among the Assignors, Applebee's International, Inc., a Delaware corporation, IRC Kansas, Inc., a Kansas corporation, Applebee's of Michigan, Inc., a Michigan corporation, Chevys, Inc., a California corporation and Rio Bravo Acquisitions, Inc., a Delaware corporation ("Assignee"), Assignee will acquire from the Assignors all right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby;

NOW, THEREFORE, in consideration of the mutual premises herein and other good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, Assignors do hereby sell, assign, transfer and convey to Assignee the entire right, title and interest in and to each and every one of the Trademarks, together with the goodwill of the business appurtenant thereto and the goods connected with the use of and symbolized by the Trademarks.

Each Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of such Assignor, with full power of substitution, in the name of such Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that it and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any property rights of such Assignor in the Trademarks, including the right to sue for past infringement of the Trademarks, and to do all such acts and things in relation thereto and as its successors, legal representatives or assigns, shall deem desirable. Each Assignor shall fully cooperate with and assist Assignee in such proceedings with regard to any Trademark sold, assigned, transferred or conveyed hereby. Assignors hereby declare that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the liquidation, dissolution or bankruptcy of Assignor, or in any other manner or for any other reason.

-2-

This instrument is executed by, and shall be binding upon, each Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

[remainder of page intentionally left blank]

12

13

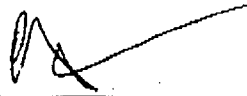
14

1

IN WITNESS WHEREOF, Assignors and Assignee have executed this instrument under seal this 12 day of April, 1999.

ASSIGNEE:

Rio Bravo Acquisitions, Inc.

By: 
Its: _____
 CLAUDE D. PERAZZO
 SECRETARY

ASSIGNORS:

Rio Bravo International, Inc.

By: _____
Its: _____

Innovative Restaurant Concepts, Inc.

By: _____
Its: _____

IN WITNESS WHEREOF, Assignors and Assignee have executed this instrument under seal this 12 day of April, 1999.


ASSIGNEE:

Rio Bravo Acquisitions, Inc.

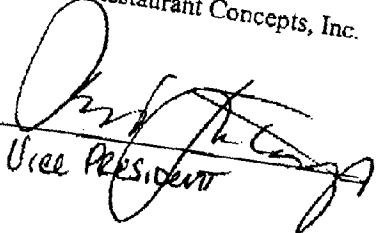
By: _____
Its: _____

ASSIGNORS:

Rio Bravo International, Inc.

By: 
Its: Vice President

Innovative Restaurant Concepts, Inc.

By: 
Its: Vice President

-1-

[State] STATE of KANSAS)
) ss.
 [County] County of Johnson)

The undersigned, being a Notary Public for the State of KANSAS, County of Johnson, does hereby certify that ROBERT T. SENKAMP personally known to me to be the Vice President of RED BRAND INTERNATIONAL, INC. a KANSAS corporation, in whose name the foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act of said [corporation/limited partnership] for the uses and purposes therein set forth.

Given under my hand and seal of office this 8th day of April, 1999.

DENISE M. LAWSON
 Notary Public - State of Kansas
 My Appt. Expires 5/24/2000

Denise M. Lawson
 Notary Public
 My Commission Expires: 5/24/2000

-4-

[State] STATE OF KANSAS)
 [County] County of JOHNSON) ss.
)

The undersigned, being a Notary Public for the State of KANSAS, County of JOHNSON, does hereby certify that ROBERT J. STEINKAMP personally known to me to be the VICE PRESIDENT of INNOVATIVE RESTAURANT CONCEPTS, INC. a GEORGIA corporation, in whose name the foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered said instrument as the free and voluntary act of said [corporation/limited partnership] for the uses and purposes therein set forth.

Given under my hand and seal of office this 8th day of April, 1999.

DENISE M. LAWSON
 Notary Public - State of Kansas
 My Appt. Expires 5/24/2000

Denise M. Lawson
 Notary Public
 My Commission Expires: 5/24/2000

ANNEX A

TRADEMARKS

MARK	OWNER	SERIAL NO. (SN) or REGISTRATION NO. (RN)	DATE REGISTERED	COUNTRY
RIO FRESH, RIO FUN, RIO BRAVO!	Rio Bravo International, Inc.	RN 2,138,256	2/24/98	USA
RIO FRESH, RIO FUN, RIO BRAVO	Rio Bravo International, Inc.	RN 2,131,834	1/27/98	USA
RIO BRAVO CANTINA & DESIGN	Rio Bravo International, Inc.	RN 2,163,201	6/9/98	USA
RIO BRAVO CANTINA	Rio Bravo International, Inc.	RN 1,388,655	4/1/86	USA
RIO BRAVO CANTINA & DESIGN	Rio Bravo International, Inc.	RN 1,434,357	3/24/87	USA
FAMOUS FOR FAJITAS AND FIESTAS	Rio Bravo International, Inc.	RN 1,446,992	7/7/87	USA
UNFORGETTABLE MEX	Rio Bravo International, Inc.	SN 75/505,912	Filed 6/22/98	USA
RIO BRAVO CANTINA	Innovative Restaurant Concepts, Inc.	TMA 505255	12/8/98	Canada
RIO BRAVO GRILL	Rio Bravo International, Inc.	N/A	N/A	USA (common law)

KC-596714-5