

06-19-2003

Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pa

102478270

ned original documents or copy thereof.

1. Name of conveying party(ies):

Chevy's, Inc.

- Individuals
- General Partnership
- Corporation - California
- Other
- Association
- Limited Partnership

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

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

Name: National Westminster Bank plc

Internal Address: 101 Park Avenue

Street Address:

City: New York State: NY Zip Code: 10178

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

3. Nature of conveyance:

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

Execution Date: May 8, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/546094

Trademark Registration No.(s)

2499694	2375705	1434357
2409955	2138256	2047645
2479519	2131834	2056481
2579149	2163201	1951323
2277837	1388655	

Additional numbers attached? Yes No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved

15

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in case of deficiency)

(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.

Helen Bruno

Name of Person Signing

Signature

June 11, 2003

Date

Total number of pages comprising cover sheet:

8

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

Do not detach this portion

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

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

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.

06/18/2003 610N11 00000175 73546094

01 FC:8521
02 FC:8522

40.00 DP
350.00 DP

TRADEMARK
REEL: 002758 FRAME: 0120

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, CHEVYS, INC., a California corporation (the "Assignor") with principal offices at 2000 Powell Street, Suite 200, Emeryville, CA 94608, hereby assigns and grants to NATIONAL WESTMINSTER BANK PLC, as Collateral Agent, with principal offices at 101 Park Avenue New York, NY 10178 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of September 16, 1998 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement (as defined in the Security Agreement), the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 4th day of May, 2003.

CHEVYS, INC.
as Assignor

By:  _____

Name: CLAUDE D. PERASSO

Title: VICE PRESIDENT, GENERAL COUNSEL

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee


By: _____

Name:

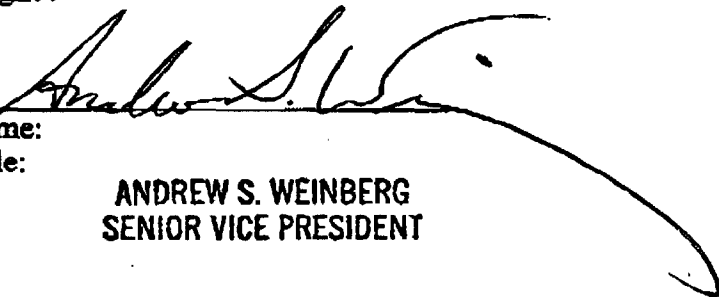
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the Yth day of May, 2003.

**CHEVYS, INC.
as Assignor**

By: 
Name: **CLAUDE D. PERASSO**
Title: **VICE PRESIDENT, GENERAL COUNSEL**

**NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee**

By: 
Name:
Title:
**ANDREW S. WEINBERG
SENIOR VICE PRESIDENT**

California
STATE OF ~~NEW YORK~~)
Alameda) ss.:
COUNTY OF ~~NEW YORK~~)

On this 8th day of May, 2003, before me personally came
CLAUDE D. PERASSO who, being duly sworn, did depose and say that [s]he is
VICE PRESIDENT, GENERAL of Chevys, Inc., that [s]he is authorized to execute the foregoing
COUNCIL
Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority
of the Board of Directors of said Corporation.



Vicki Lee Loftin

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12th day of May, 2003, before me personally came Andrew Weinberg who, being by me duly sworn, did state as follows: that he is Senior Vice President of National Westminster Bank PLC, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Sheila L. Valz
Notary Public

SHEILA L. VALZ
Notary Public, State of New York
No. 01VA4707758
Qualified in Kings County
Cert. filed in New York Co.
Comm. expires ~~March 30, 19~~
Aug. 31, 2005

TRADEMARKS

<u>Trademark</u>	<u>Registration Number/ (Application Number)</u>	<u>Registration Date/ (Filing Date)</u>
RIO BRAVO	2499694	23-Oct-2001
FRESH MEX TEQUINI	2409955	5-Dec-2000
RIOBRAVO	2479519	21-Aug-2001
CHEVYS EXPRESS MEX	2579149	11-Jun-2002
RED BRICK CAFÉ	(75/546094)	(1-Sep-1998)
UNFORGETTABLE MEX	2277837	14-Sep-1999
CHEVYS EXPRESS MEX	2375705	8-Aug-2000
RIO FRESH, RIO FUN, RIO BRAVO!	2138256	24-Feb-1998
RIO FRESH, RIO FUN, RIO BRAVO	2131834	27-Jan-1998
RIO BRAVO CANTINA	2163201	9-Jun-1998
RIO BRAVO CANTINA	1388655	1-Apr-1986
RIO BRAVO CANTINA	1434357	24-Mar-1987
Design Mark	2047645	25-Mar-1997
CRANBERRY QUENCHER	2056481	22-Apr-1997
EL MACHINO	1951323	23-Jan-1996