

03-18-2004



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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To the honorable Commission... please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
Specialty Restaurant Group, LLC
3 LO-04

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware limited liability company

2. Name and address of receiving party(ies)
Name: Tia's Restaurant, Inc.
Internal Address: _____
Address: _____
Street Address: 1125 N. Union Bower, Suite 150
City: Irving State: TX Zip: 75061
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

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

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

Execution Date: December 10, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Exhibit A attached hereto.
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Exhibit A attached hereto.
1568777

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Stephen A. Kennedy
Internal Address: Jackson Walker L.L.P.
Street Address: 901 Main Street, Suite 6000
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 9
7. Total fee (37 CFR 3.41) \$ 240.00
 Enclosed
 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.

Greg Morris *[Signature]* 3-9-2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002930 FRAME: 0658

EXHIBIT A**REGISTERED TRADEMARKS/SERVICEMARKS**

Trademark	Registration/Application No.	Registration/Filing Date
TIA'S	1868777	12/20/1994
TIA'S (STYLIZED)	1728389	10/27/1992
THE REAL TASTE OF TEX-MEX	2176451	07/28/1998
TOR-TIA WRAPPERS	2212233	12/22/1998
LEAN-A COCINA	2252600	06/15/1999
MARGARI-TIA'S	2545516	03/12/2002
LOCO MAYO FIESTA	2528856	01/15/2002
CHEESECAKE CHIMI	2573943	5/28/2002
TIA'S TEX-MEX	78268067 (application)	6/27/2003 (filing)

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated as of December 10, 2003 is executed by Specialty Restaurant Group, LLC, a Delaware limited liability company ("Parent") and SRG-1, a Delaware limited liability company ("SRG-1" and together with Parent, collectively, the "Assignors") in favor of Tia's Restaurant, Inc., a Delaware corporation ("Assignee"). Capitalized terms used, but not defined, herein shall have the meanings set forth on Exhibit A attached hereto.

RECITALS

WHEREAS, this Assignment is executed and delivered pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 10, 2003, to which Assignors and Assignee are parties (the "APA");

WHEREAS, Parent has adopted, used, is using and owns the registered trademarks, service marks and trademark applications listed on Exhibit B attached hereto (the "Marks");

WHEREAS, pursuant to that certain Amendment #1 to the Intellectual Property Agreement ("Amendment #1"), dated as of the date hereof by and among Ruby Tuesday, Inc., a Georgia corporation ("RTI"), RTBDI, Inc., a Delaware corporation ("RTBDI") and Parent, Parent holds an exclusive, royalty-free, paid-up, worldwide, irrevocable, perpetual and, subject to the conditions set forth in Amendment #1, freely transferable license to the Tia's Other Intellectual Property Rights (as defined in Amendment #1);

WHEREAS, pursuant to the APA, Assignors shall convey to Assignee all of their respective right, title and interest in all Intellectual Property (including, without limitation, the Marks and Tia's Other Intellectual Property Rights) owned, licensed to or used by Assignors in connection with the Business (the "Tia's Intellectual Property"); provided, however, that (i) the Tia's Intellectual Property shall not include the LOTTO LUNCH service mark (U.S. Reg. No. 2,578,840) and (ii) Parent hereby grants to Assignee a perpetual, non-exclusive, royalty-free license to use the LOTTO LUNCH service mark in the United States of America; and

WHEREAS, Assignee is desirous of acquiring the Tia's Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment of Tia's Intellectual Property.

a. Parent hereby sells, assigns, transfers and conveys unto Assignee, and Assignee accepts the assignment of, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and the registrations and applications therefor, free and clear of any and all Encumbrances.

b. Each Assignor hereby sells, assigns, transfers and conveys unto Assignee, and Assignee accepts the assignment of, all of its respective right, title and interest in and to the Tia's Intellectual Property (including, without limitation, Parent's rights as Licensee of the Tia's Other Intellectual Property Rights), free and clear of any and all Encumbrances other than, with respect to the Tia's Other Intellectual Property Rights, any restrictions or other Encumbrances thereon set forth in Amendment #1.

c. With respect to the foregoing, each Assignor assigns, transfers and conveys unto Assignee, and Assignee accepts the assignment of, all of its respective right, title and interest in and to any and all rights and causes of action to recover past, present, or future damages, royalties, fees, profits or other relief, including equitable or injunctive relief arising from infringement of the Tia's Intellectual Property (including, without limitation, the Marks and Tia's Other Intellectual Property Rights) and to which such Assignor would have been entitled had this Assignment not been made.

2. Marks. To the best of each Assignor's knowledge, other than the Marks set forth on Exhibit B attached hereto owned by Parent, (i) no Assignor owns any registered trademarks, service marks or copyrights used in connection with, or related to, the Business (other than the LOTTO LUNCH service mark U.S. Reg. No. 2,578,840) and (ii) no Assignor has made any applications for registration of any such trademarks, service marks or copyrights to be used in the Business.

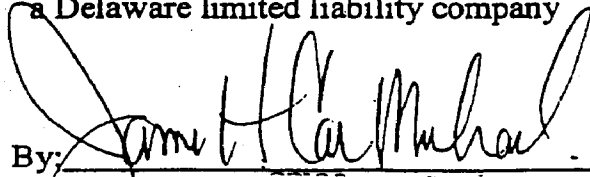
3. Further Assurances. Each Assignor agrees to do and cause to be done any and all acts, to execute and deliver any and all agreements, documents and instruments and to make, execute and deliver to Assignor any and all powers of attorney, which Assignee deems necessary, proper or convenient: (i) to effectuate the sale, assignment, conveyance, transfer, grant, setting over, confirmation and delivery of the Tia's Intellectual Property contemplated by this Assignment; and (ii) to enable Assignee to own, possess, collect, enforce and enjoy any and all rights, interests and benefits in, to, and with respect to the Tia's Intellectual Property.

4. Miscellaneous. All of the terms and provisions of this Assignment are binding upon each Assignor and its successors and assigns and will inure to the benefit of Assignee and its successors and assigns. Notwithstanding the foregoing, no provision of this Assignment shall in any way waive, diminish or limit the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of each Assignor) set forth in the APA.

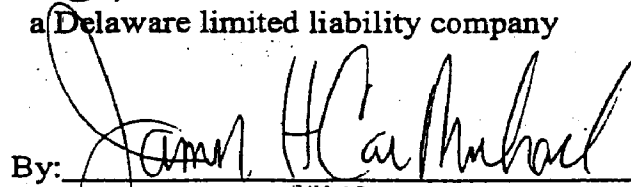
(signature page to follow)

IN WITNESS WHEREOF, each Assignor has executed and delivered this Assignment as of the date first written above.

SPECIALTY RESTAURANT GROUP, LLC,
a Delaware limited liability company

By: 
Name: _____
Title: _____

SRG-1,
a Delaware limited liability company

By: 
Name: _____
Title: _____

TIA'S RESTAURANT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Assignor has executed and delivered this Assignment as of the date first written above.

SPECIALTY RESTAURANT GROUP, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SRG-1,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TIA'S RESTAURANT, INC.,
a Delaware corporation

By: Wameel A. Stabile
Name: Wameel A. Stabile
Title: Vice President

Assignment of Intellectual Property Signature Page

State of Tennessee :
County of Blount :

On this 3rd day of December, 2003, before me personally appeared James H. Carmichael to me known, who, being duly sworn, did say that he is President for Specialty Restaurant Group, LLC, and as such is duly authorized to sign the foregoing instrument.

Virginia R Couch
Notary Public
My Commission Expires: July 5, 2004

State of Tennessee :
County of Blount :

On this 3rd day of December, 2003, before me personally appeared James H. Carmichael to me known, who, being duly sworn, did say that he is President for SRG-1, and as such is duly authorized to sign the foregoing instrument.

Virginia R Couch
Notary Public
My Commission Expires: July 5, 2004

State of _____ :
County of _____ :

On this _____ day of _____, 2003, before me personally appeared _____, to me known, who, being duly sworn, did say that he is _____ for Tia's Restaurant, Inc., and as such is duly authorized to sign the foregoing instrument.

Notary Public
My Commission Expires: _____

State of _____:
County of _____:

On this _____ day of _____, 2003, before me personally appeared _____, to me known, who, being duly sworn, did say that he is _____ for Specialty Restaurant Group, LLC, and as such is duly authorized to sign the foregoing instrument.

Notary Public
My Commission Expires: _____

State of _____:
County of _____:

On this _____ day of _____, 2003, before me personally appeared _____, to me known, who, being duly sworn, did say that he is _____ for SRG-1, and as such is duly authorized to sign the foregoing instrument.

Notary Public
My Commission Expires: _____

State of Florida:
County of Miami-Dade:

On this 8th day of December, 2003, before me personally appeared Wayne A. Stabile to me known, who, being duly sworn, did say that he is _____ for Tia's Restaurant, Inc., and as such is duly authorized to sign the foregoing instrument.

Amy Ward

Notary Public
My Commission Expires: _____



EXHIBIT A DEFINITIONS

"Business" means Parent's, SRG-1's and their respective predecessors' ownership and operation of, and the provision by Ruby Tuesday, Inc. and/or Ruby Tuesday Business Development, Inc. of services to or on behalf of, all Tia's Tex and Mex restaurants.

"Encumbrance" means any charge, claim, adverse claim, community property interest, condition, equitable interest, easement, encumbrance, option, lien, pledge, hypothecation, assignment, security interest, mortgage, deed of trust, conditional sale, retention of title agreement (or any lease in the nature thereof), right of first refusal, right of first offer, preemptive right, or other restriction or granting or any rights of any kind (including, but not limited to, any restriction on, or right granted with respect to, the use, voting, transfer, receipt of income or exercise of any other attribute of ownership).

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, distinctive exterior or interior designs, decors, color schemes and furnishings and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations and renewals in connections therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all Trade Secrets and confidential business information (including recipes, menu items, ideas, research and development, know-how, formulas, compositions, production, cooking, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights (common law or otherwise), including any and all rights in the design, cooking, and production of the Business' products and services, Internet domain names, Internet and World Wide Web URL's or addresses and registrations and applications for registration thereof, (h) all copies and tangible embodiments thereof (in whatever form or medium), (i) all service marks, domain names, logos or graphics and (j) derivative works made or developed in connection with the foregoing.

"Trade Secrets" by way of example and without limitation, includes trade secrets and confidential business information (ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, cooking and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, test data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans and employee, customer and supplier lists and information).

EXHIBIT B

REGISTERED TRADEMARKS/SERVICEMARKS

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THE FRESH STUFF	1924241	10/03/1995
LEAN-A COCINA	2252600	06/15/1999
MARGARI-TIA'S	2545516	03/12/2002
LOCO MAYO FIESTA	2528856	01/15/2002
CHEESECAKE CHIMI	2573943	5/28/2002
TIA'S TEX-MEX	78268067 (application)	6/27/2003 (filing)

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RECORDED: 03/10/2004

TRADEMARK
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