

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE:

Corrective Assignment to correct the Receiving party information previously recorded on Reel 002124 Frame 076. Assignor(s) hereby confirms the Assignment of Trademarks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rio Bravo International, Inc.		04/12/1999	CORPORATION: KANSAS
Innovative Restaurant Concepts, Inc.		04/12/1999	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Rio Bravo Acquisitions, Inc.
Street Address:	2000 Powell Street
Internal Address:	Suite 300
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608-1886
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	73550328	RIO BRAVO CANTINA
Serial Number:	73613007	FAMOUS FOR FAJITAS AND FIESTAS
Serial Number:	73613056	RIO BRAVO CANTINA
Serial Number:	75115738	RIO FRESH, RIO FUN, RIO BRAVO!
Serial Number:	75117179	RIO BRAVO CANTINA
Serial Number:	75117180	RIO FRESH, RIO FUN, RIO BRAVO
Serial Number:	75505912	UNFORGETTABLE MEX

CORRESPONDENCE DATA

Fax Number: (312)861-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003006 FRAME: 0032

900017823

CH \$190.00 73550328

Phone: 312-861-2000
Email: ccasey@kirkland.com
Correspondent Name: Michael G. Fatall
Address Line 1: 200 East Randolph Drive
Address Line 2: Suite 5300
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:

Michael G. Fatall

Signature:

/Michael G. Fatall/

Date:

01/11/2005

Total Attachments: 11

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Trademark Assignment Details

Reel/Frame: 2124/0762

Received: 08/24/2000

Recorded: 07/26/2000

Pages: 10

Conveyance: ASSIGNS THE ENTIRE INTEREST

Total properties: 7

1	Serial #: <u>73550328</u> Mark: RIO BRAVO CANTINA	Filing Dt: 07/26/1985	Reg #: <u>1388655</u>	Reg. Dt: 04/01/1986
2	Serial #: <u>73613007</u> Mark: FAMOUS FOR FAJITAS AND FIESTAS	Filing Dt: 08/04/1986	Reg #: <u>1446992</u>	Reg. Dt: 07/07/1987
3	Serial #: <u>73613056</u> Mark: RIO BRAVO CANTINA	Filing Dt: 08/04/1986	Reg #: <u>1434357</u>	Reg. Dt: 03/24/1987
4	Serial #: <u>75115738</u> Mark: RIO FRESH, RIO FUN, RIO BRAVO!	Filing Dt: 06/07/1996	Reg #: <u>2138256</u>	Reg. Dt: 02/24/1998
5	Serial #: <u>75117179</u> Mark: RIO BRAVO CANTINA	Filing Dt: 06/11/1996	Reg #: <u>2163201</u>	Reg. Dt: 06/09/1998
6	Serial #: <u>75117180</u> Mark: RIO FRESH, RIO FUN, RIO BRAVO	Filing Dt: 06/11/1996	Reg #: <u>2131834</u>	Reg. Dt: 01/27/1998
7	Serial #: <u>75505912</u> Mark: UNFORGETTABLE MEX	Filing Dt: 06/22/1998	Reg #: <u>2277837</u>	Reg. Dt: 09/14/1999

Assignors

1 RIO BRAVO INTERNATIONAL, INC.

Exec Dt: 04/12/1999

Entity Type: CORPORATION

Citizenship: KANSAS

2 INNOVATIVE RESTAURANT CONCEPTS, INC.

Exec Dt: 04/12/1999

Entity Type: CORPORATION

Citizenship: GEORGIA

Assignee

1 CHEVYS, INC.

2000 POWELL STREET, SUITE 200
EMERYVILLE, CALIFORNIA 94608

Entity Type: CORPORATION

Citizenship: CALIFORNIA

Correspondence name and address

THELEN REID & PRIEST LLP
MARY A. FRANCIS
101 SECOND STREET, SUITE 1800
SAN FRANCISCO, CALIFORNIA 94105-3601

Search Results as of: 1/5/2005 4:57:20 P.M.

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-9723
Web interface last modified: Oct. 5, 2002

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7.26

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

R
JUL 26 2000

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
 04/21/99

Conveying Party

☒ Mark if additional names of conveying parties attached

Name Rio Bravo International, Inc.

Execution Date
Month Day Year
 04/21/99

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

City

CA

State/Country

94608

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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.)
- ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization California

FOR OFFICE USE ONLY

08/23/2000 NTHAI1 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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, 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

TRADEMARK
REEL: 003006 FRAME: 0035

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"/>

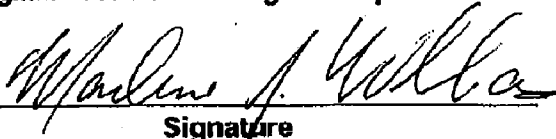
Number of Properties Enter the total number of properties involved. #

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

 7/20/2000
Signature Date Signed

TRADEMARK
REEL: 002124 FRAME: 0763

TRADEMARK
REEL: 003006 FRAME: 0036

Conveying Party
Enter Additional Conveying PartyMark if additional names or conveying parties attached
Execution Date
Month Day Year

Name

Innovative Restaurant Concepts, Inc.

04121999

Formerly

☐

Individual

☐

General Partnership

☐

Limited Partnership

☒

Corporation

☐

Association

☐

Other

☒

Citizenship State of Incorporation/Organization

Georgia

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

☐

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.)

☐

Corporation

☐

Association

☐

Other

☐

Citizenship/State of Incorporation/Organization

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)**

TRADEMARK
REEL: 002124 FRAME: 0764TRADEMARK
REEL: 003006 FRAME: 0037

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.

TRADEMARK
REEL: 002124 FRAME: 0765

TRADEMARK
REEL: 003006 FRAME: 0038

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.

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TRADEMARK
REEL: 002124 FRAME: 0766

TRADEMARK
REEL: 003006 FRAME: 0039

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: _____

TRADEMARK
REEL: 002124 FRAME: 0767

TRADEMARK
REEL: 003006 FRAME: 0040

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: _____

Innovative Restaurant Concepts, Inc.

By: _____

Its: _____

TRADEMARK
REEL: 002124 FRAME: 0768

TRADEMARK
REEL: 003006 FRAME: 0041

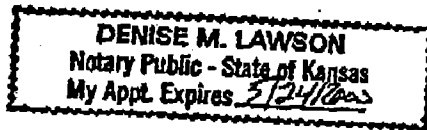
[State] STATE OF KANSAS

)
) 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. Seinkamp personally known to me to be the Vice President of LID EXHIBITS 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
My Commission Expires: 3/24/2000

TRADEMARK
REEL: 002124 FRAME: 0769

TRADEMARK
REEL: 003006 FRAME: 0042

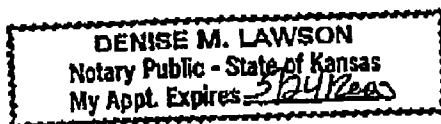
[State] STATE OF KANSAS

[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
My Commission Expires: 5/24/2000

TRADEMARK
REEL: 002124 FRAME: 0770

TRADEMARK
REEL: 003006 FRAME: 0043

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

RECORDED: 07/26/2000

TRADEMARK
REEL: 002124 FRAME: 0771

RECORDED: 01/11/2005

TRADEMARK
REEL: 003006 FRAME: 0044