

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chevys Inc.		01/11/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Chevys Restaurants, LLC
Street Address:	2000 Powell Street
Internal Address:	Suite 300
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608-1886
Entity Type:	limited liability corporation: CALIFORNIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1402576	A FEAST FOR ALL YOUR SENSES
Registration Number:	2213618	BIG CITY WRAPS
Registration Number:	2047645	
Registration Number:	1384873	CASA LUPITA
Registration Number:	2375705	CHEVYS EXPRESS MEX
Registration Number:	2579149	CHEVYS EXPRESS MEX
Registration Number:	2066652	CHEVYS FRESH MEX
Registration Number:	2251029	CHEVYS FRESH MEX
Registration Number:	2238359	CHEVYS MEXICAN RESTAURANT
Registration Number:	1624237	CHEVYS MEXICAN RESTAURANT
Registration Number:	1311681	
Registration Number:	1951323	EL MACHINO
Registration Number:	1446992	FAMOUS FOR FAJITAS AND FIESTAS

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Registration Number:	1613407	FRESH MEX
Registration Number:	1750598	FRESH MEX
Registration Number:	2409955	FRESH MEX TEQUINI
Registration Number:	2218094	
Registration Number:	2277837	UNFORGETTABLE MEX
Registration Number:	2375706	UNIVERSAL MARTINIS
Registration Number:	2496482	UNIVERSAL PASTA
Registration Number:	1338521	VIVA GRANDE LUNCH BAR
Serial Number:	75519293	BRICK OVEN BISTRO

CORRESPONDENCE DATA

Fax Number: (215)655-2617

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

Phone: 215.994.2617

Email: jay.johnston@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 4000 Bell Atlantic Tower

Address Line 2: 1717 Arch Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

NAME OF SUBMITTER:	James J. Johnston
Signature:	/James J. Johnston/
Date:	01/13/2005

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 11, 2005 ("Effective Date") by and between Chevy's Inc., a California corporation, with its principal office at 2000 Powell St., Suite 300, Emeryville, CA 94608-1886 ("Assignor"), and Chevys Restaurants, LLC, a Delaware limited liability corporation, with its principal office at 4001 Via Oro Ave., Suite 200, Long Beach, CA 90810 ("Assignee").

WHEREAS, Assignor and CKR Acquisition Corp., a Delaware corporation ("CKR"), have entered into an Asset Purchase Agreement ("Asset Purchase Agreement"), dated as of October 13, 2004, by and among Chevys Holdings, Inc., a Delaware corporation, Assignor, Chevys of Greenbelt, Inc., a Maryland corporation, Chevys New York, Inc., a California corporation and wholly owned subsidiary of Chevys, Inc., Chevys of Parsippany, Inc., a New Jersey corporation and wholly owned subsidiary of Chevys, Inc., Katmandu Creations, Inc., a California corporation and wholly owned subsidiary of Chevys, Inc., RBA Kansas, Inc., a Kansas Corporation and wholly owned subsidiary of Chevys, Inc., Rio Bravo Acquisitions, Inc., a Delaware corporation and wholly owned subsidiary of Chevys, Inc., J.W. Childs Equity Partners L.P., a Delaware limited partnership, Real Mex Restaurants, Inc., a Delaware corporation and CKR; and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated January 10, 2005, CKR assigned all of its rights under the Asset Purchase Agreement to Assignee (together with CKR, "Buyers") and Buyers agreed to perform all of CKR's obligations under the Asset Purchase Agreement, jointly and severally; provided, however that CKR shall continue to be bound to perform said obligations pursuant to Section 10.3 of the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the Foreign trademark registrations set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

WHEREAS, Assignee is succeeding to the portion of Assignor's business (which business is ongoing and existing) for which applications for registration of Marks have been filed in the United States on an intent-to-use basis, but Assignor has not yet filed any allegations of use under Section 1(c) or 1(d) of the Trademark Act (15 U.S.C. 1051(c) and (d)).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications

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TRADEMARK ASSIGNMENT.DOC

therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

1. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

2. Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by a duly authorized officer as of the date first written above.

ASSIGNOR:
CHEVYS, INC.

By: _____
Name: Ronald P. Maccarone
Title: President and Chief Executive Officer

STATE OF)
) SS.
COUNTY OF)

On this __ day of January, 2005 there appeared before me _____,
personally known to me, who acknowledged that he signed the foregoing Trademark Assignment
as his voluntary act and deed on behalf and with full authority of Chevys, Inc.

Notary Public

ASSIGNEE:
CHEVYS RESTAURANTS, LLC

By: _____
Name: Steven Tanner
Title: Chief Financial Officer

STATE OF)
) SS.
COUNTY OF)

On this __ day of January, 2005 there appeared before me _____,
personally known to me, who acknowledged that he signed the foregoing Trademark Assignment
as his voluntary act and deed on behalf and with full authority of Chevys Restuarants, LLC.

Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

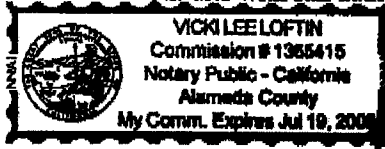
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by a duly authorized officer as of the date first written above.

ASSIGNOR:
CHEVYS, INC.

By: Ronald P. Maccarone
Name: Ronald P. Maccarone
Title: President and Chief Executive Officer

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) SS.
)

On this 7th day of January, 2005 there appeared before me RONALD MACCARONE personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with full authority of Chevys, Inc.



Vicki Lee Loftin
Notary Public

ASSIGNEE:
CHEVYS RESTAURANTS, LLC

By: _____
Name: Steven Tanner
Title: Chief Financial Officer

STATE OF _____)
COUNTY OF _____) SS.
)

On this ___ day of January, 2005 there appeared before me _____ personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with full authority of Chevys Restuarants, LLC.

Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1402576	7/22/1986	A FEAST FOR ALL YOUR SENSES
2213618	12/29/1998	BIG CITY WRAPS
2047645	3/25/1997	BIG CITY WRAPS Design
1384873	3/4/1986	CASA LUPITA
2375705	8/8/2000	CHEVY EXPRESS MEX
2579149	6/11/2002	CHEVYS EXPRESS MEX and Design
2066652	6/3/1997	CHEVYS FRESH MEX
2251029	6/8/199	CHEVYS FRESH MEX
2238359	4/13/1999	CHEVYS MEXICAN RESTAURANT
1624237	11/20/1990	CHEVYS MEXICAN RESTAURANT Design
1311681	12/25/1984	DESIGN OF A WOMAN (Casa Lupita)
1951323	1/23/1996	EL MACHINO
1446992	7/7/1987	FAMOUS FOR FAJITAS AND FIESTAS
1613407	9/11/1990	FRESH MEX
1750598	2/2/1993	FRESH MEX
2409955	12/05/00	FRESH MEX TEQUINI
2218094	1/19/1999	MISCELLANEOUS DESIGN - ICE MACHINE
2277837	9/14/1999	UNFORGETTABLE MEX
2375706	8/8/2000	UNIVERSAL MARTINIS
2496482	10/9/2001	UNIVERSAL PASTA
1338521	5/28/1985	VIVA GRANDE LUNCH BAR

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
75519293	7/15/1998	BRICK OVEN BISTRO

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Country	Registration No.	Registration Date	Mark
European Community	196626	11/18/1998	CHEVYS
European Community	196584	5/8/2000	FRESH MEX
Canada	TMA46241	8/30/1996	CHEVYS MEXICAN RESTAURANT (Stylized)