

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Katmandu Creations		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:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2248206	FUZIO
Registration Number:	2601239	FUZIO FIRECRACKER PORK FUSILLI
Registration Number:	2404991	FUZIO UNIVERSAL PASTA
Registration Number:	2409717	FUZIO UNIVERSAL PASTA
Registration Number:	2300529	FUZIoTINI
Serial Number:	78238997	FUZIO

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

TRADEMARK

NAME OF SUBMITTER:	James J. Johnston
Signature:	/James J. Johnston/
Date:	01/13/2005
Total Attachments: 7 source=Katmandu Assign#page1.tif source=Katmandu Assign#page2.tif source=Katmandu Assign#page3.tif source=Katmandu Assign#page4.tif source=Katmandu Assign#page5.tif source=Katmandu Assign#page6.tif source=Katmandu Assign#page7.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 11, 2005 ("Effective Date") by and between Katmandu Creations, 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, Chevys, Inc., a California corporation, 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., 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 and the United States applications for trademark registration set forth on Schedule B attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks");

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 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

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TRADEMARK ASSIGNMENT - FUZIO
Marks.DOC

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:
KATMANDU CREATIONS, 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 Katmandu Creations, 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:
KATMANDU CREATIONS, 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 Katmandu Creations, Inc.

Notary Public

ASSIGNEE:
CHEVYS RESTAURANTS, LLC

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

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On this 10th day of January, 2005 there appeared before me Steven Tanner, 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.

DEBORAH M. WHITLOW
COMM. #1502875
Notary Public, California
Los Angeles County
My Sign. Expires 12/23/2008

Deborah M. Whitlow
Notary Public

NOTARY PUBLIC STATE OF CALIFORNIA TO TRADEMARK ASSIGNMENT

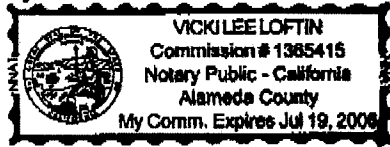
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by a duly authorized officer as of the date first written above.

ASSIGNOR:
KATMANDU CREATIONS, 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 Katmandu Creations, 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
2248206	5/25/1999	FUZIO
2601239	7/30/2002	FUZIO FIRECRACKER PORK FUSILLI
2404991	11/21/2000	FUZIO UNIVERSAL PASTA
2409717	12/5/2000	FUZIO UNIVERAL PASTA AND Design
2300529	12/14/1999	FUZIOTINI

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
78238997	4/17/2003	FUZIO & DESIGN