

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rio Bravo Acquisitions, 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: 5			
Property Type	Number	Word Mark	
Registration Number:	2479519	RIOBRAVO	
Registration Number:	2499694	RIO BRAVO	
Registration Number:	1388655	RIO BRAVO CANTINA	
Registration Number:	1434357	RIO BRAVO CANTINA	
Registration Number:	2163201	RIO BRAVO CANTINA	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2617		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

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NAME OF SUBMITTER:	James J. Johnston
Signature:	/James J. Johnston/
Date:	01/13/2005
Total Attachments: 6 source=Rio Bravo Assign#page1.tif source=Rio Bravo Assign#page2.tif source=Rio Bravo Assign#page3.tif source=Rio Bravo Assign#page4.tif source=Rio Bravo Assign#page5.tif source=Rio Bravo Assign#page6.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 11, 2005 ("Effective Date") by and between Rio Bravo Acquisitions, 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, 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., 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., 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, 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 Mark, 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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Marks.DOC

infringement or other unauthorized use of the Mark, 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 Mark.

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 Mark 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:
RIO BRAVO ACQUISITIONS, 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 Rio Bravo Acquisitions, 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 Restaurants, 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:
RIO BRAVO ACQUISITIONS, 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 Rio Bravo Acquisitions, Inc.

Notary Public

ASSIGNEE:
CHEVYS RESTAURANTS, LLC

By: Steven Tanner
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 Restaurants, LLC

Deborah M. Whitlow
Notary Public



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

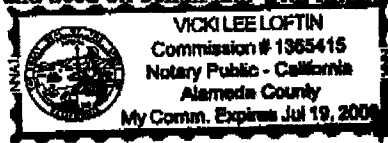
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by a duly authorized officer as of the date first written above.

ASSIGNOR:
RIO BRAVO ACQUISITIONS, INC.

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF ALAMEDA)

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 Rio Bravo Acquisitions, Inc.



Vicki Lee Loftin
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 Restaurants, LLC.

Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2479519	8/21/2001	RIO BRAVO AND STYLIZED HORIZONTAL DESIGN
2499694	10/23/2001	RIO BRAVO AND STYLIZED STACK DESIGN
1388655	4/1/1986	RIO BRAVO CANTINA
1434357	3/24/1987	RIO BRAVO CANTINA AND DESIGN
2163201	6/9/1998	RIO BRAVO CANTINA AND DESIGN