

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
Southwest Restaurant Partners, L.L.L.P.		08/04/2005	Limited Liability Limited Partnership: COLORADO
RECEIVING PARTY DATA			
Name:	Southwest Restaurant Management, Inc.		
Street Address:	7555 E. Hampden Avenue, Suite 601		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80231		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2637863	HACIENDA COLORADO	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-629-3400		
Email:	osman.lisa@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 2:	Attn: Lisa A. Osman		
Address Line 4:	Denver, COLORADO 80202-5647		
NAME OF SUBMITTER:	Katina C. Banks		
Signature:	/Katina C. Banks/		
Date:	08/08/2005		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Southwest Restaurant Partners, L.L.P., a Colorado limited liability limited partnership ("Assignor"), is the owner of the trademark registration for the mark "HACIENDA COLORADO," U.S. Reg. No. 2,637,863 (the "Mark"); and

WHEREAS, Assignor desires to assign and Southwest Restaurant Management, Inc., a Colorado corporation ("Assignee"), doing business at 7555 E. Hampden Avenue, Suite 601, Denver, Colorado 80231, desires to receive all of Assignor's right, title and interest in and to the Mark, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Mark, in the United States of America and any foreign countries, together with the goodwill associated therewith, all common law rights related thereto, all rights of registration, renewal and extension, and the right to recover for claims for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Executed as of the 4 day of August, 2005.

ASSIGNOR:

SOUTHWEST RESTAURANT PARTNERS, L.L.L.P.

James P. Hayes
Name: James P. Hayes
Title: Partner

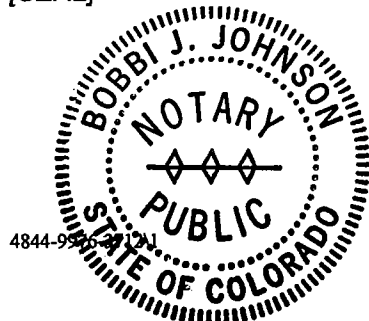
STATE OF COLORADO)
COUNTY OF Denver) ss.

Before me personally appeared James P Hayes
on behalf of Southwest Restaurant Partners, L.L.L.P., who acknowledged the foregoing
instrument to be a free act and deed and also represented that he is authorized to execute the
same this 4th day of August, in the year 2005.

Bobbi Johnson
Notary Public

My commission expires: April 6, 2006

[SEAL]



**MY COMMISSION EXPIRES:
APRIL 6, 2006**