

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
MY/ZP IP Group, Ltd.		11/07/2006	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Chuy's Opco, Inc.		
Street Address:	1623 Toomey Road		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1514928	CHUY'S	
Registration Number:	1527451	CHUY'S MIL PESCADOS BAR	
Registration Number:	2734874	CHUY'S GREEN CHILE FESTIVAL	
Registration Number:	2204661	CHUY'S	
Registration Number:	2185212	CHUY'S	
Registration Number:	1562724		
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Nancy A. Zoubek		
Address Line 1:	Jones Day		
Address Line 2:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		

CH \$165.00 1514928

ATTORNEY DOCKET NUMBER:	287122-600005
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	11/08/2006
Total Attachments: 6 source=DOC154#page1.tif source=DOC154#page2.tif source=DOC154#page3.tif source=DOC154#page4.tif source=DOC154#page5.tif source=DOC154#page6.tif	

TRADEMARK ASSIGNMENT

This Assignment is made effective as of November 7, 2006, by MY/ZP IP Group, Ltd., a Texas limited partnership, having a place of business at 1623 Toomey Road, Austin, Texas 78704-1032, ("Assignor"), in favor of Chuy's Opco, Inc., a corporation organized and existing under the laws of Delaware, having a place of business at 1623 Toomey Road, Austin, Texas 78704-1032, ("Assignee").

WHEREAS, MY/ZP IP Group, Ltd., a Texas limited partnership, is the owner of the entire right, title and interest in and to the trademark registrations listed in **Schedule A** (collectively, the "Marks");

WHEREAS, Assignee is desirous of securing the entire right, title, and interest in and to (a) the Marks, and all other indications of origin, relating to the Business, as defined in the Asset Purchase Agreement, dated November 7, 2006 of which Assignor and Assignee are parties, ("the Purchase Agreement"), including, without limitation, in and to all trademarks, service marks, brand names, trade dress and domain names relating to the Business of Assignor, together with the goodwill associated with the foregoing and the ongoing and existing business to which the trademarks pertain; (b) any extension or renewal of any such registration or application set forth in subsection (a) hereof; (c) any unregistered rights in any of the foregoing; (d) all rights therein provided by international treaties and conventions, and all rights to obtain trademarks and registrations thereto, in each case in all countries throughout the world; and (e) all rights to sue and recover damages or obtain injunctive relief for past and future infringement, misappropriation, violation or breach of any of the foregoing (subsections (a) through (e) hereof, collectively, the "Assigned Intellectual Property").

NOW THEREFORE, be it known that, for and in consideration of good and valuable consideration, the receipt of which Assignee acknowledges, Assignor, as owner, has sold, assigned, transferred, and set over, and does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, its entire right, title, and interest in and to the Assigned Intellectual Property in all countries throughout the world, and Assignor hereby authorizes and requests any official of any country whose duty it is to issue registrations thereon to issue same to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, Assignor HEREBY covenants that it has the full right to convey the interest assigned by this Assignment, and it has not executed and will not execute any agreement in conflict with this Assignment;

AND, Assignor HEREBY further covenants and agrees that it will, without further consideration, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Assigned Intellectual Property in said Assignee, its successors or assigns, in all countries, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns; including without limitation to cooperate, and to require each past or present employee, consultant, representative, contractor, agent or other individual under the custody or control of Assignor to cooperate with Assignee, its

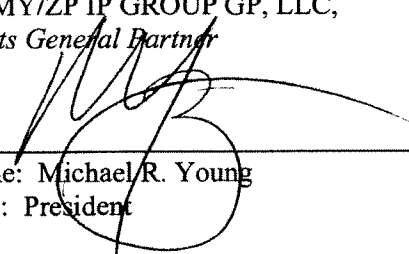
attorneys, agents, successors and assigns, to transfer title in, to file, prosecute, obtain, maintain, assert, enforce and defend, and to otherwise protect any and all of the Assigned Intellectual Property and/or Assignee's ownership interest therein, including, without limitation, to (a) execute such documents, sign all lawful papers, and make all rightful oaths as Assignee deems reasonably necessary or appropriate in connection with same; (b) execute all documents, papers, forms or authorizations, necessary to vest full title in and to the Assigned Intellectual Property to Assignee; (c) communicate any facts known or reasonably available respecting any of the Assigned Intellectual Property; (d) provide testimony for, or be joined in, any proceeding to obtain, enforce and/or defend any of the Assigned Intellectual Property; and (e) generally do everything reasonably necessary to aid same to obtain and enforce proper protection for the Assigned Intellectual Property, all at Assignee's request and expense.

IN WITNESS WHEREOF, the said Assignor has executed this document.

MY/ZP IP GROUP, LTD.

By: MY/ZP IP GROUP GP, LLC,
its General Partner

Dated November 2, 2006

By: 
Name: Michael R. Young
Title: President

IN WITNESS WHEREOF, the said Assignee has executed this document.

CHUY'S OPCO, INC.

Dated: November __, 2006

By: _____
Name: David J. Oddi
Title: Vice President

attorneys, agents, successors and assigns, to transfer title in, to file, prosecute, obtain, maintain, assert, enforce and defend, and to otherwise protect any and all of the Assigned Intellectual Property and/or Assignee's ownership interest therein, including, without limitation, to (a) execute such documents, sign all lawful papers, and make all rightful oaths as Assignee deems reasonably necessary or appropriate in connection with same; (b) execute all documents, papers, forms or authorizations, necessary to vest full title in and to the Assigned Intellectual Property to Assignee; (c) communicate any facts known or reasonably available respecting any of the Assigned Intellectual Property; (d) provide testimony for, or be joined in, any proceeding to obtain, enforce and/or defend any of the Assigned Intellectual Property; and (e) generally do everything reasonably necessary to aid same to obtain and enforce proper protection for the Assigned Intellectual Property, all at Assignee's request and expense.

IN WITNESS WHEREOF, the said Assignor has executed this document.

MY/ZP IP GROUP, LTD.

By: MY/ZP IP GROUP GP, LLC,
its General Partner

Dated November __, 2006

By: _____
Name: Michael R. Young
Title: President

IN WITNESS WHEREOF, the said Assignee has executed this document.

CHUY'S OPCO, INC.



Dated: November __, 2006

By: _____
Name: David J. Oddi
Title: Vice President

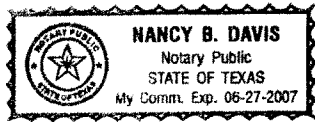
NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF *TEXAS* : ss.:
COUNTY OF *TRAVIS*)

I, *Nancy B. Davis*, the undersigned Notary Public do hereby certify that Michael R. Young, as President of MY/ZP IP Group GP, LLC, a Texas limited liability company, as sole general partner of MY/ZP IP Group, Ltd., a Texas limited partnership, who signed the foregoing Assignment document, was authorized on the *2nd* day of November, 2006, to execute the foregoing Assignment document on behalf of MY/ZP IP Group, Ltd., a Texas limited partnership, and to me acknowledged that he did sign the said document.

(STAMP AND SEAL)

Nancy B. Davis
Notary Public

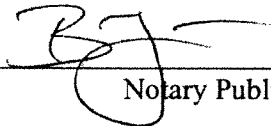


NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF : ss.:
COUNTY OF)

I, Baro Lee, the undersigned Notary Public do hereby certify that David J. Oddi, as Vice President of Chuy's Opco, Inc., a Delaware corporation, who signed the foregoing Assignment document, was authorized on the 3rd day of November, 2006, to execute the foregoing Assignment document on behalf of Chuy's Opco, Inc., and to me acknowledged that he did sign the said document.



(STAMP AND SEAL)



Notary Public

BARO LEE
NOTARY PUBLIC, State of New York
No. 01LE6126268
Qualified in New York County
Commission Expires May 02, 2009

Schedule A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CHUY'S Stylized Letters	1514928	11/29/1988
		
CHUY'S Design (CHUY'S MIL PESCADOS BAR)	1527451	2/28/1989
		
CHUY'S GREEN CHILE FESTIVAL	2734874	7/8/2003
CHUY'S	2204661	11/24/1998
CHUY'S	2185212	9/1/1998
Fish Design	1562724	10/24/1989

