

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chuy's Holdings, Inc.		11/07/2006	CORPORATION: DELAWARE
Chuy's OPCO, Inc.		11/07/2006	CORPORATION: DELAWARE
Chuy's Holdco, LLC		11/07/2006	LIMITED LIABILITY COMPANY: TEXAS
Chuy's Bevco, LLC		11/07/2006	LIMITED LIABILITY COMPANY: TEXAS
Chuy's Services, LLC		11/07/2006	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

## 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

900062351

TRADEMARK  
REEL: 003426 FRAME: 0101

OP \$165.00 1514928

Fax Number: (617)951-8736

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

Phone: 617-951-8000

Email: jennifer.kagan@bingham.com

Correspondent Name: Jennifer Kagan

Address Line 1: Bingham McCutchen LLP

Address Line 2: 18th Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

304422/0000322147

NAME OF SUBMITTER:

Jennifer Kagan

Signature:

/jenniferkagan/

Date:

11/10/2006

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of November, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 7, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), WELLS FARGO FOOTHILL, INC., a California corporation, as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), CHUY'S OPCO, INC., a Delaware corporation ("Opco"), each of Opco's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Opco, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers") and CHUY'S HOLDINGS, INC., a Delaware corporation ("Parent"), the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of November 7, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License,, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

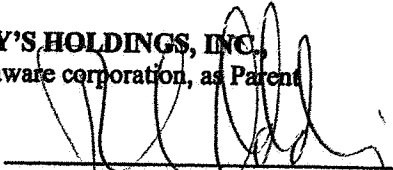
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

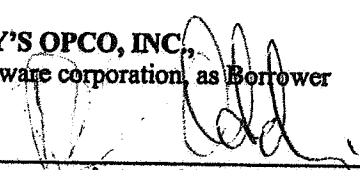
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**CHUY'S HOLDINGS, INC.,**  
a Delaware corporation, as Parent

By:   
Name: David J. Oddi  
Title: President and Secretary

**CHUY'S OPCO, INC.,**  
a Delaware corporation, as Borrower

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

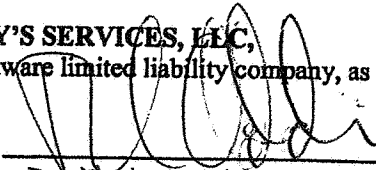
**CHUY'S HOLDCO, LLC,**  
a Texas limited liability company, as Borrower

By: \_\_\_\_\_  
Name: William C. Shackelford, Jr.  
Title: Sole manager

**CHUY'S BEVCO, LLC,**  
a Texas limited liability company, as Borrower

By: \_\_\_\_\_  
Name: William C. Shackelford, Jr.  
Title: Sole manager

**CHUY'S SERVICES, LLC,**  
a Delaware limited liability company, as Borrower

By:   
Name: David J. Oddi  
Title: Sole manager

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**CHUY'S HOLDINGS, INC.,**  
a Delaware corporation, as Parent

By: \_\_\_\_\_  
Name: David J. Oddy  
Title: President and Secretary

**CHUY'S OPCO, INC.,**  
a Delaware corporation, as Borrower

By: \_\_\_\_\_  
Name: David J. Oddy  
Title: Vice President

**CHUY'S HOLDCO, LLC,**  
a Texas limited liability company, as Borrower

By: W. C. Shackelford, Jr.  
Name: William C. Shackelford, Jr.  
Title: Sales manager

**CHUY'S BEVCO, LLC,**  
a Texas limited liability company, as Borrower

By: W. C. Shackelford, Jr.  
Name: William C. Shackelford, Jr.  
Title: Sales manager

**CHUY'S SERVICES, LLC,**  
a Delaware limited liability company, as Borrower

By: \_\_\_\_\_  
Name: David J. Oddy  
Title: Sales manager

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

**AGENT:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By: 

Name:

KATY BROOKS

Title:

VICE PRESIDENT

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003426 FRAME: 0107**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

United States Federally Registered Trademarks and Service Marks:

Mark	Application/ Registration No.	App/Reg Date
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