

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Bankruptcy Court for the District of Delaware		12/06/2004	FEDERAL AGENCY: DELAWARE
CHI-CHI'S, INC.		12/06/2004	CORPORATION: DELAWARE
KOO KOO ROO, INC.		12/06/2004	CORPORATION: DELAWARE
PRANDIUM, INC.		12/06/2004	CORPORATION: DELAWARE
FRI-MRD CORPORATION		12/06/2004	CORPORATION: DELAWARE
THE HAMLET GROUP, INC.		12/06/2004	CORPORATION: CALIFORNIA
CCMR OF MARYLAND, INC.		12/06/2004	CORPORATION: DELAWARE
CCMR OF CANTONVILLE, INC.		12/06/2004	CORPORATION: KENTUCKY
CCMR OF GREENBELT, INC.		12/06/2004	CORPORATION: KENTUCKY
CCMR OF RITCHIE HIGHWAY, INC.		12/06/2004	CORPORATION: KENTUCKY
CCMR OF CUMBERLAND, INC.		12/06/2004	CORPORATION: KENTUCKY
CCMR OF HARFORD COUNTY, INC.		12/06/2004	CORPORATION: KENTUCKY
CCMR OF FREDERICK, INC.		12/06/2004	CORPORATION: KENTUCKY
CHI-CHI'S OF WEST VIRGINIA, INC.		12/06/2004	CORPORATION: KENTUCKY
FRI-ADMIN CORPORATION		12/06/2004	CORPORATION: DELAWARE
MAINTENANCE SUPPORT GROUP, INC.		12/06/2004	CORPORATION: KENTUCKY
CCMR OT TIMONIUM, INC.		12/06/2004	CORPORATION: DELAWARE

CH \$90.00 1926809

RECEIVING PARTY DATA

Name:	Jimmy Buffett
Street Address:	424-A Fleming Street
City:	Key West
State/Country:	FLORIDA
Postal Code:	33040
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1926809	MARGARITAVILLE
Registration Number:	1530199	MARGARITAVILLE
Registration Number:	1640858	MARGARITAVILLE CANTINA

CORRESPONDENCE DATA

Fax Number: (678)553-2212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 678-553-2100
Email: atltrademark@gtlaw.com
Correspondent Name: Kristen L. Fancher, Esq.
Address Line 1: 3290 Northside Parkway, Suite 400
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	032777.057000 - ASSIGNMEN
NAME OF SUBMITTER:	Kristen L. Fancher, Esq.
Signature:	/kristen l fancher/
Date:	12/13/2006

Total Attachments: 5
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)
) Chapter 11
)
CHI-CHI'S, INC., et al.,¹)
) Case No. 03-13063 (JLP)
) (Jointly Administered)
)
Debtors.)
) Related Docket No. 1262

**ORDER AUTHORIZING AND APPROVING SALE
OF TRADEMARKS TO JIMMY BUFFETT**

Upon consideration of the motion (the "Motion") of Chi-Chi's, Inc., one of the above-captioned debtors and debtor-in-possessions (the "Debtor"), made pursuant to Sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for authority to sell (the "Sale") all of the Debtor's rights to and interests in its "Margaritaville" trademarks (the "Assets") pursuant to and as described in that certain Purchase Agreement dated November 4, 2004 (the "Sale Agreement") between the Debtor and Jimmy Buffett (the "Purchaser"), which is attached to the Motion as Exhibit "A"; and a hearing on the Motion having been held on December 6, 2004 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having

¹ The Debtors consist of the following entities: Chi-Chi's, Inc., CCMR of Catonsville, Inc., CCMR of Cumberland, Inc., CCMR of Frederick, Inc., CCMR of Greenbelt, Inc., CCMR of Harford County, Inc., CCMR of Maryland, Inc., CCMR of Ritchie Highway, Inc., CCMR of Timonium, Inc., Chi-Chi's of West Virginia, Inc., CMM Dissolution, Inc., Koo Koo Roo, Inc., Maintenance Support Group, Inc., Koo Koo Roo Licensing Systems, Inc., The Hamlet Group, Inc., H.H. of Maryland, Inc., and H.H.K. of Virginia, Inc.

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reviewed and considered (i) the Motion, (ii) the objections thereto, if any, (iii) the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its creditors and the estate; and upon the record of the Sale Hearing; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

1. The Court's exercise of jurisdiction over the Motion and the transaction contemplated by the Sale Agreement is proper pursuant to 28 U.S.C. §§ 157 and 1334. The matter implicated by the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of the above captioned cases (the "Cases") and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409;

2. As evidenced by the affidavits of service filed with the Court, and based on the representations of counsel at the Hearing, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, and the Sale has been provided in accordance with Sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, or the Sale is or shall be required;

3. The Debtor (i) has full corporate power and authority necessary to execute the Sale Agreement and all other documents contemplated thereby, (ii) has all of the corporate power and authority necessary to consummate the Sale, (iii) has taken all corporate action necessary to authorize and approve the Sale Agreement and consummate the Sale (with the exception of the yet-to-be performed obligations under the Sale Agreement), and (iv) no consents

or approvals, other than those expressly provided for in the Sale Agreement, are required for the Debtor to consummate the Sale;

4. Approval of the Sale Agreement and consummation of the Sale are in the best interests of the Debtor, its creditors, and the estate;

5. The Debtor holds good and marketable title to the Assets;

6. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested parties, including: (i) all entities known to have asserted liens, claims, encumbrances or interests of any kind or nature whatsoever, with the broadest possible meaning under applicable law, against the Assets; (ii) the U.S. Trustee; (iii) the Official Committee of Unsecured Creditors; and (iv) all parties that have requested notice in the Cases;

7. Based on evidence presented at the Sale Hearing, the Debtor and the Purchaser have established that the Sale Agreement was negotiated, proposed and entered into without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Sale Agreement to be avoided under Section 363(n) of the Bankruptcy Code;

8. The Purchaser is a good faith purchaser as provided for under Section 363(m) of the Bankruptcy Code;

9. The consideration provided by the Purchaser for the Assets (i) is fair and reasonable, and (ii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia;

10. The transfer of the Assets to the Purchaser pursuant to the Sale Agreement is a legal, valid, and effective transfer of the Assets, and shall vest the Purchaser with all right, title, and interest of the Debtor in the Assets free and clear of all liens, claims, encumbrances or interests of any kind or nature whatsoever against the Assets (collectively, the "Interests");

11. The Purchaser would not have entered into the Sale Agreement, thus adversely affecting the Debtor, its estate, and its creditors, if the Sale of the Assets to the Purchaser was not free and clear of all Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests;

12. Those holders of Interests who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented to the Sale as provided by this Order pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object to the Sale or the Motion fall within one or more of the other subsections of Section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any and if applicable, attach to the cash proceeds of the Sale attributable to the property against, or in which, they claim an Interest; and

IT IS HEREBY ORDERED that the Sale Agreement is approved; and it is further

ORDERED that the Sale shall be free and clear of all Interests under Section 363(f) of the Bankruptcy Code; and it is further

ORDERED that all holders of Interests, if any, are directed to execute such documents as may reasonably be required to release their Interests; and it is further

ORDERED that the Debtor is authorized to consummate the Sale, including executing all documents that are required or contemplated by the Sale Agreement; and it is further

ORDERED that the transaction contemplated by the Sale Agreement is undertaken by the Purchaser in "good faith," as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided by this Order to consummate the Sale shall not affect the validity of the Sale to the Purchaser once the Sale has been consummated, unless such authorization is properly stayed pending such appeal in accordance with the Bankruptcy Code; and it is further

ORDERED that, as provided by Bankruptcy Rules 6004(g) and 6006(d), this Order shall not be stayed for 10 days after entry and shall be effective immediately upon entry.
Wilmington, Delaware

Dated: December 6, 2004



THE HONORABLE JOHN L. PETERSON,
UNITED STATES BANKRUPTCY JUDGE