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**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT																
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Conveying Party information and add two marks unintentionally left off the original filing previously recorded on Reel 003008 Frame 0551. Assignor(s) hereby confirms the Trademark Assignment.																
<b>CONVEYING PARTY DATA</b>																	
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Katmandu Creations, Inc.</td><td></td><td>01/11/2005</td><td>CORPORATION: CALIFORNIA</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Katmandu Creations, Inc.		01/11/2005	CORPORATION: CALIFORNIA									
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Katmandu Creations, Inc.		01/11/2005	CORPORATION: CALIFORNIA														
<b>RECEIVING PARTY DATA</b>																	
<table border="1"><tr><td>Name:</td><td>Chevys Restaurants, LLC</td></tr><tr><td>Street Address:</td><td>4001 Via Oro Avenue</td></tr><tr><td>Internal Address:</td><td>Suite 200</td></tr><tr><td>City:</td><td>Long Beach</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>90810</td></tr><tr><td>Entity Type:</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></table>	Name:	Chevys Restaurants, LLC	Street Address:	4001 Via Oro Avenue	Internal Address:	Suite 200	City:	Long Beach	State/Country:	CALIFORNIA	Postal Code:	90810	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
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<b>PROPERTY NUMBERS Total: 8</b>																	
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Registration Number:	2404991	FUZIO UNIVERSAL PASTA
Registration Number:	2409717	FUZIO UNIVERSAL PASTA
Registration Number:	2300529	FUZIOTINI
Serial Number:	78238997	FUZIO
Registration Number:	2375706	UNIVERSAL MARTINIS
Registration Number:	2496482	UNIVERSAL PASTA

**CORRESPONDENCE DATA**

Fax Number: (949)863-0151  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9495673507  
Email: rulem@pepperlaw.com  
Correspondent Name: Michael A. Rule  
Address Line 1: 5 Park Plaza  
Address Line 2: Suite 1700  
Address Line 4: Irvine, CALIFORNIA 92614-8503

**ATTORNEY DOCKET NUMBER:**

129967-0534

**NAME OF SUBMITTER:**

Michael A. Rule

**Signature:**

/Michael A. Rule/

**Date:**

06/25/2007

**Total Attachments: 12**

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**RECEIPT INFORMATION**

ETAS ID: TM87807  
Receipt Date: 06/25/2007  
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**TRADEMARK****REEL: 003572 FRAME: 0085**



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P.05 of 06 (Rev. 11-01)  
OMB No. 0551-0021 Exp. 06/30/2009**Validate**

All data entered on the previous screens are displayed below. Check the data carefully. If you find any errors, go back to the appropriate screen and correct. Otherwise, select the Go to Payment screen button to proceed.

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REEL: 003572 FRAME: 0086

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Email: rulem@pepperlaw.com  
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Address Line 2: Suite 1700  
Address Line 4: Irvine, CALIFORNIA 92614-8503

NAME OF SUBMITTER:	Michael A. Rule
Signature:	/Michael A. Rule/
Date:	06/25/2007

**Total Attachments: 12**

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**Fee calculated, according to the USPTO fee table**

Description	Fee code	Fee code amount	Quantity	Fee
Recording trademark assignment, agreement or other paper, first mark per document	8521	40.0	1	40.0

## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 11, 2005, ("Effective Date") by and between Katmandu Creations, 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., RBA Kansas, Inc., a Kansas corporation and wholly owned subsidiary of Chevys, Inc., Rio Bravo Acquisitions, Inc., a Delaware 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 Sections 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 the Assignor, the United States trademark registrations set forth on Schedule A attached hereto and the United States applications for trademark registration set forth on Schedule B 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 Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefore, 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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PAGE

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FAX DELIVER

TO:MICHAEL A. RULE COMPANY:5 PARK PLAZA

infringement or other unauthorized use of the Marks, 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 Marks.

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 Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignor 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

\* \* \* \* \*

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Mark: DOC

- 2 -

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PAGE 0/011 FAX DELIVER

TO: MICHAEL A. RULE COMPANY: 5 PARK PLAZA

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:  
KATMANDU CREATIONS, INC.

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

STATE OF CALIFORNIA }  
COUNTY OF ALAMEDA } SS.

On this 7<sup>th</sup> 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 Katmandu Creations, Inc.



*Vicki L. Lofth*  
Notary Public

ASSIGNEE:  
CHEVY'S RESTAURANTS, LLC

By: \_\_\_\_\_  
Name: Steven Turner  
Title: Chief Financial Officer

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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 Chevy's Restaurants, LLC.

\_\_\_\_\_  
Notary Public

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TO:MICHAEL A. RULE COMPANY:5 PARK PLAZA

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:**  
**KATMANDU CREATIONS, INC.**

By: \_\_\_\_\_  
 Name: **Ronald F. MacCarone**  
 Title: **President and Chief Executive Officer**

STATE OF )  
COUNTY OF ) ss.

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 Katozumi Creations, Inc.

**Notary Public**

**ASSIGNEE:**  
**CHEVYS RESTAURANTS, LLC**

By: Steven Tumbler  
Name: Steven Tumbler  
Title: Chief Financial Officer

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On the 14 day of January, 2005 there appeared before me Steven T. Tranter, 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 Cherry Restaurants, LLC.



Donald M. L. O'Hara  
Notary Public

**(SIGNATURE PAGE TO TRADEMARK ASSIGNMENT)**



**SCHEDULE A****US TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
2248206	5/25/1999	FUZIO
2601239	7/30/2002	FUZIO FIRECRACKER FUSILLI
2404991	11/21/2000	FUZIO UNIVERSAL PASTA
2409717	12/5/2000	FUZIO UNIVERSAL PASTA & Design
2300529	12/14/1999	FUZIOTINI
2375706	8/08/2000	UNIVERSAL MARTINIS
2496482	10/9/2001	UNIVERSAL PASTA

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07/02/07 0:20:47 PM FROM: MICHAEL A. RULE COMPANY

TO: MICHAEL A. RULE COMPANY: 5 PARK PLAZA

## SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
71238997	4/17/2003	FUZIO & DESIGN

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RECORDED: 06/25/2007

TO: MICHAEL A. RULE COMPANY: 5 PARK PLAZA  
TRADEMARK  
REEL: 003572 FRAME: 0093