

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the mark FAMOUS FOR FAJITAS AND FIESTAS should be deleted from Assignment as it was mistakenly added to list of marks previously recorded on Reel 003008 Frame 0534. Assignor(s) hereby confirms the Assignment document.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chevys, Inc.		01/11/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Chevys Restaurants, LLC
Street Address:	2000 Powell Street
Internal Address:	Suite 300
City:	Emeryville
State/Country:	CALIFORNIA
Postal Code:	94608-1886
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1402576	A FEAST FOR ALL YOUR SENSES
Registration Number:	2213618	BIG CITY WRAPS
Registration Number:	2047645	
Registration Number:	1384873	CASA LUPITA
Registration Number:	2375705	CHEVYS EXPRESS MEX
Registration Number:	2579149	CHEVYS EXPRESS MEX
Registration Number:	2066652	CHEVYS FRESH MEX
Registration Number:	2251029	CHEVYS FRESH MEX
Registration Number:	2238359	CHEVYS MEXICAN RESTAURANT
Registration Number:	1624237	CHEVYS MEXICAN RESTAURANT
Registration Number:	1311681	

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Registration Number:	1951323	EL MACHINO
Registration Number:	1613407	FRESH MEX
Registration Number:	1750598	FRESH MEX
Registration Number:	2409955	FRESH MEX TEQUINI
Registration Number:	2218094	
Registration Number:	2277837	UNFORGETTABLE MEX
Registration Number:	2375706	UNIVERSAL MARTINIS
Registration Number:	2496482	UNIVERSAL PASTA
Registration Number:	1338521	VIVA GRANDE LUNCH BAR
Serial Number:	75519293	BRICK OVEN BISTRO

CORRESPONDENCE DATA

Fax Number: (949)863-0151

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

Phone: 949-567-3507

Email: rulem@pepperlaw.com

Correspondent Name: Michael A. Rule - Pepper Hamilton, LLP

Address Line 1: 5 Park Plaza

Address Line 2: Suite 1700

Address Line 4: Irvine, CALIFORNIA 92614-8503

ATTORNEY DOCKET NUMBER:	129967-0515
NAME OF SUBMITTER:	Michael A. Rule
Signature:	/Michael A. Rule/
Date:	01/24/2008

Total Attachments: 4

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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
Chevys Inc.		01/11/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Chevys Restaurants, LLC		
Street Address:	2000 Powell Street		
Internal Address:	Suite 300		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608-1886		
Entity Type:	limited liability corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1402576	A FEAST FOR ALL YOUR SENSES	
Registration Number:	2213618	BIG CITY WRAPS	
Registration Number:	2047645		
Registration Number:	1384873	CASA LUPITA	
Registration Number:	2375705	CHEVYS EXPRESS MEX	
Registration Number:	2579149	CHEVYS EXPRESS MEX	
Registration Number:	2066652	CHEVYS FRESH MEX	
Registration Number:	2251029	CHEVYS FRESH MEX	
Registration Number:	2238359	CHEVYS MEXICAN RESTAURANT	
Registration Number:	1624237	CHEVYS MEXICAN RESTAURANT	
Registration Number:	1311681		
Registration Number:	1951323	EL MACHINO	
Registration Number:	1446992	FAMOUS FOR FAJITAS AND FIESTAS	

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Registration Number:	1613407	FRESH MEX
Registration Number:	1750598	FRESH MEX
Registration Number:	2409955	FRESH MEX TEQUINI
Registration Number:	2218094	
Registration Number:	2277837	UNFORGETTABLE MEX
Registration Number:	2375706	UNIVERSAL MARTINIS
Registration Number:	2496482	UNIVERSAL PASTA
Registration Number:	1338521	VIVA GRANDE LUNCH BAR
Serial Number:	75519293	BRICK OVEN BISTRO

CORRESPONDENCE DATA

Fax Number: (215)655-2617
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215.994.2617
 Email: jay.johnston@dechert.com
 Correspondent Name: Dechert LLP
 Address Line 1: 4000 Bell Atlantic Tower
 Address Line 2: 1717 Arch Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

NAME OF SUBMITTER:	James J. Johnston
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Signature:	/James J. Johnston/
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Date:	01/13/2005
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Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 11, 2005 ("Effective Date") by and between Chevy's 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, Assignor, 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., Katmandu Creations, Inc., a California 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 Section 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 Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the Foreign trademark registrations set forth on Schedule C attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks"); and

WHEREAS, Assignee is succeeding to the portion of Assignor's business (which business is ongoing and existing) for which applications for registration of Marks have been filed in the United States on an intent-to-use basis, but Assignor has not yet filed any allegations of use under Section 1(c) or 1(d) of the Trademark Act (15 U.S.C. 1051(c) and (d)).

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

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therefor, 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 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 Assignee 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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