TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Real Mex Restaurants, Inc.		11/13/2008	CORPORATION: DELAWARE
Acapulco Restaurants, Inc.		11/13/2008	CORPORATION: DELAWARE
El Torito Franchising Company		11/13/2008	CORPORATION: DELAWARE
El Torito Restaurants, Inc.		11/13/2008	CORPORATION: DELAWARE
TARV, Inc.		11/13/2008	CORPORATION: CALIFORNIA
Acapulco Restaurant of Ventura, Inc.		11/13/2008	CORPORATION: CALIFORNIA
Acapulco Restaurant of Westwood, Inc.		11/13/2008	CORPORATION: CALIFORNIA
Acapulco Mark Corp.		11/13/2008	CORPORATION: DELAWARE
Murray Pacific		11/13/2008	CORPORATION: CALIFORNIA
ALA Design, Inc.		11/13/2008	CORPORATION: CALIFORNIA
Real Mex Foods, Inc.		11/13/2008	CORPORATION: CALIFORNIA
Acapulco Restaurant of Downey, Inc.		11/13/2008	CORPORATION: CALIFORNIA
Acapulco Restaurant of Moreno Valley, Inc.		11/13/2008	CORPORATION: CALIFORNIA
El Paso Cantina, Inc.		11/13/2008	CORPORATION: CALIFORNIA
CKR Acquisition Corp.		11/13/2008	CORPORATION: DELAWARE
Chevys Restaurants, LLC		11/13/2008	LIMITED LIABILITY COMPANY: DELAWARE

OP $115.00 77427275

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77427275	MUCHO MACHO PLATTERS
Serial Number:	77383579	SIN IGUAL
Serial Number:	77394104	SINIGUAL
Serial Number:	77427161	TACORITO TUESDAY

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	11/13/2008

Total Attachments: 6

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AMENDMENT OF SECURITY INTEREST IN TRADEMARKS

THIS AMENDMENT OF SECURITY INTEREST IN TRADEMARKS ("***Amendment***"), dated as of November 13, 2008 is entered into among **REAL MEX RESTAURANTS, INC.** (formerly known as Acapulco Acquisition Corp.), a Delaware corporation, (ii) **ACAPULCO RESTAURANTS, INC.,** a Delaware corporation and successor by merger to Acapulco Restaurants of Encinitas, Inc., (iii) **EL TORITO FRANCHISING COMPANY**, a Delaware corporation, (iv) **EL TORITO RESTAURANTS, INC.,** a Delaware corporation, (v) **TARV, INC.**, a California corporation, (vi) **ACAPULCO RESTAURANT OF VENTURA, INC.,** a California corporation, (vii) **ACAPULCO RESTAURANT OF WESTWOOD, INC.**, a California corporation, (viii) **ACAPULCO MARK CORP.,** a Delaware corporation, (ix) **MURRAY PACIFIC**, a California corporation, (x) **ALA DESIGN, INC.**, a California corporation, (xi) **REAL MEX FOODS, INC.,** formerly known as ALA Foods, Inc., a California corporation, (xii) **ACAPULCO RESTAURANT OF DOWNEY, INC.**, a California corporation, (xiii) **ACAPULCO RESTAURANT OF MORENO VALLEY, INC.**, a California corporation, (xiv) **EL PASO CANTINA, INC.**, a California corporation, (xv) **CKR ACQUISITION CORP.,** a Delaware corporation, (xvi) **CHEVYS RESTAURANTS, LLC**, a Delaware limited liability company (each, a "***Grantor***" and, together, the "***Grantors***"), and GENERAL ELECTRIC CAPITAL CORPORATION, as agent (the "***Agent***").

W I T N E S S E T H:

WHEREAS, the parties hereto are parties to one or more of the agreements listed on Schedule A hereto (the "***Trademark Security Documents***") which granted to Agent, a first priority security interest in all of Grantors' trademarks, service marks, design, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Grantor set forth in the Trademark Security Documents.

WHEREAS, the parties desire to amend the Trademark Security Documents to add additional trademarks to the Trademark Security Documents.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Trademark Security Documents. The schedules attached to the Trademark Security Documents are hereby amended and supplemented by adding thereto the trademarks listed on Schedule B attached hereto (the "***Additional Trademarks***"), and the Grantors hereby confirm, ratify and acknowledge the grant to the Agent of a lien on and security interest in the Additional Trademarks.

2. Absence of Waiver

2.1. No Waiver. Agent and Grantors agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section

1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Trademark Security Documents or any other financing agreement.

3. Representations. Grantors hereby represent and warrant to Agent that:

(i) each Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantors, enforceable against Grantors in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantors and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantors and Agent and their respective successors and assigns, and shall inure to the benefit of Grantors and Agent and the successors and assigns of Agent.

[signature page follows]

TRADEMARK
REEL: 003887 FRAME: 0447

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REAL MEX RESTAURANTS, INC.
ACAPULCO RESTAURANTS, INC.
EL TORITO FRANCHISING COMPANY
EL TORITO RESTAURANTS, INC.
TARV, INC.
ACAPULCO RESTAURANT OF VENTURA, INC.
ACAPULCO RESTAURANT OF WESTWOOD, INC.
ACAPULCO MARK CORP.
MURRAY PACIFIC
ALA DESIGN, INC.
REAL MEX FOODS, INC.
ACAPULCO RESTAURANT OF DOWNEY, INC.
ACAPULCO RESTAURANT OF MORENO VALLEY, INC.
EL PASO CANTINA, INC.
CKR ACQUISITION CORP.
CHEVYS RESTAURANTS, LLC

By: Steven L. Tanner
Name: STEVEN L. TANNER
Title: EVP - CFO

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By:_____
Name:_____
Title:_____

SIGNATURE PAGE TO
AMENDMENT OF SECURITY INTEREST IN TRADEMARKS

PAGE 1/1 * RCVD AT 11/12/2008 9:53:40 PM [Eastern Standard Time] * SVR:NY_FAX01/7 * DNIS:5244 * CSID:949 858 8343 * DURATION (mm-ss):00-04

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REAL MEX RESTAURANTS, INC.
ACAPULCO RESTAURANTS, INC.
EL TORITO FRANCHISING COMPANY
EL TORITO RESTAURANTS, INC.
TARV, INC.
ACAPULCO RESTAURANT OF VENTURA, INC.
ACAPULCO RESTAURANT OF WESTWOOD, INC.
ACAPULCO MARK CORP.
MURRAY PACIFIC
ALA DESIGN, INC.
REAL MEX FOODS, INC.
ACAPULCO RESTAURANT OF DOWNEY, INC.
ACAPULCO RESTAURANT OF MORENO VALLEY, INC.
EL PASO CANTINA, INC.
CKR ACQUISITION CORP.
CHEVYS RESTAURANTS, LLC

By:_____
Name:_____
Title:_____

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Thomas Moro
Name: Thomas Moro
Title: AUTHORIZED SIGNATORY

SIGNATURE PAGE TO
AMENDMENT OF SECURITY INTEREST IN TRADEMARKS

Schedule A

1. Trademark Collateral Security and Pledge Agreement dated as of June 28, 2000, by and among Acapulco Restaurants, Inc., El Torito Restaurants, Inc. and Bank of America, N.A. (successor by merger to Fleet National Bank), as Agent recorded with the United States Patent and Trademark Office on July 10, 2000 at Reel 2109 and Frame 0938.

2. Supplement to Trademark Collateral Security and Pledge Agreement dated as of January 17, 2002, by and among Real Mex Restaurants, Inc. (formerly known as Acapulco Acquisition Corp.), Acapulco Restaurants, Inc. (for itself and as successor by merger to Acapulco Restaurant of Encinitas, Inc.), El Torito Franchising Company, El Torito Restaurants, Inc., Tarv, Inc., Acapulco Restaurant of Ventura Inc., Acapulco Restaurant of Westwood, Inc., Acapulco Mark Corp., Murray Pacific, ALA Design, Inc., Real Mex Foods, Inc. (formerly known as ALA Foods, Inc.), Acapulco Restaurant of Downey, Inc., Acapulco Restaurant of Moreno Valley, Inc., El Paso Cantina, Inc. and Bank of America, N.A. (successor by merger to Fleet National Bank), as Agent recorded with the United States Patent and Trademark Office on January 23, 2002 at Reel 2431 and Frame 0526.

3. Amended and Restated Trademark Collateral Security and Pledge Agreement dated as of March 31, 2004, by and among Real Mex Restaurants, Inc., Acapulco Restaurants, Inc. (for itself and as successor by merger to Acapulco Restaurants of Encinitas, Inc.), El Torito Franchising Company, El Torito Restaurants, Inc., Tarv, Inc., Acapulco Restaurant of Ventura, Inc., Acapulco Restaurant of Westwood, Inc., Acapulco Mark Corp., Murray Pacific California, ALA Design, Inc., Real Mex Foods, Inc. (formerly known as ALA Foods, Inc.), Acapulco Restaurant of Downey, Inc., Acapulco Restaurant of Moreno Valley, Inc., El Paso Cantina, Inc. and Bank of America, N.A. (successor by merger to Fleet National Bank), as Agent recorded with the United States Patent and Trademark Office on April 15, 2004 at Reel 2833 and Frame 0757.

4. Trademark Collateral Security and Pledge Agreement dated as of January 11, 2005, by and among CKR Acquisition Corp., Chevys Restaurants, LLC and Bank of America, N.A. (successor by merger to Fleet National Bank), as Agent recorded with the United States Patent and Trademark Office on March 2, 2005 at Reel 003052 and Frame 0063.

5. Assignment of Security Interest in Trademarks dated as of October 5, 2006, by Bank of America, N.A. (successor by merger to Fleet National Bank), as Assignor, to Bank of Montreal, as successor agent, as Assignee, recorded with the United States Patent and Trademark Office on January 29, 2007 at Reel 003470 and Frame 0144.

6. Assignment of Security Interest in Trademarks dated as of January 29, 2007, by Bank of Montreal, as Assignor, to General Electric Capital Corporation, as successor agent, as Assignee, recorded with the United States Patent and Trademark Office on January 30, 2007 at Reel 003471 and Frame 0405.

Schedule B

Trademarks

OWNER	TRADEMARK	APPLICATION/ REGISTRATION NUMBER	JURISDICTION
Acapulco Restaurants, Inc.	MUCHO MUCHO PLATTERS	77/427,275	United States
El Torito Restaurants, Inc.	EL TORITO & Design (IC 20)	Pending	D.C.
El Torito Restaurants, Inc.	ELTORITO & Design (IC 43)	Opposed	D.C.
El Torito Restaurants, Inc.	EL TORITO & Design (Stylized)	Pending	D.C.
El Torito Restaurants, Inc.	SIN IGUAL	77/383,579	United States
El Torito Restaurants, Inc.	SINIGUAL	77/394,104	United States
El Torito Restaurants, Inc.	TACORITO TUESDAY	77/427,161	United States