## 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
Mexican Restaurants, Inc.		04/07/2009	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	LAS Acquisition Company, inc.	
Street Address:	501 N. Ironwood Drive	
City:	South Bend	
State/Country:	INDIANA	
Postal Code:	46635	
Entity Type:	CORPORATION: INDIANA	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2683500	LA SENORITA	
Registration Number:	1521314		

### **CORRESPONDENCE DATA**

Fax Number: (412)209-0672

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

Phone: (412) 297-4900

Email: iptrademark@cohenlaw.com

Correspondent Name: Christine W. Trebilcock, Cohen & Grigsby

Address Line 1: 625 Liberty Avenue

Address Line 4: Pittsburgh, PENNSYLVANIA 15222-3152

ATTORNEY DOCKET NUMBER:	16853.0001 (ASSIGN)
NAME OF SUBMITTER:	Christine W. Trebilcock
Signature:	/Christine W. Trebilcock/
Date:	04/20/2009 TRADEMARK

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## Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Assignment of Trademark Registrations and Applications (this "Assignment") is effective as of the day of April, 2009, by Mexican Restaurants, Inc., a Texas corporation ("Assignor") with its place of business at 1135 Edgebrook, Houston, Texas 77034, to LAS Acquisition Company, Inc., an Indiana corporation ("Assignee"), with its place of business at 1501 N. Ironwood Drive, South Bend, Indiana 46635.

WHEREAS, Assignor is the owner of the entire right, title, and interest in the marks, trademark registrations and trademark applications identified on <u>Schedule A</u> attached hereto, along with the goodwill associated therewith (collectively, the "<u>Trademarks</u>");

WHEREAS, certain subsidiaries of Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of April \_\_\_\_\_, 2009 (the "Agreement"), under which Assignor is required to assign the Trademarks to Assignee;

NOW, THEREFORE, in consideration of the foregoing, the consideration recited in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby:

- 1. Grant, sell, assign, transfer, and convey unto Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to the Trademarks, including all applications, registrations, and in and to any renewals and extensions that may be granted thereon, together with any and all common law rights associated therewith, including, without limitation, any and all common law rights in and to related logos or design marks not specifically referenced in Schedule A, together with the goodwill of the business connected therewith, and together with the right of Assignor to take action, claim relief, and reasonably recover damages in respect of infringements occurring prior or subsequent to the date of this Assignment.
- 2. Covenant to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers and take any actions reasonably necessary to perfect and vest such rights, title and interest in Assignee, its successors, assigns and legal representatives. If Assignee, its successors, assigns or other legal representatives shall desire to file any continuing or renewal applications based upon any of the Trademarks, or to file a disclaimer relating thereto, Assignor will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such application or disclaimer and the procuring thereof, without further compensation but at the expense of Assignee, its successors, assigns or other legal representatives.
- 3. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas.
- 4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original, and said counterparts shall constitute one and the same instrument.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as follows, effective as of the date first above written.

ASSIGNOR: MEXICAN RESTAÚRANTS, INC.	ASSIGNEE: LAS ACQUISITION COMPANY, INC.
By Andrew J. Dennard Title: Executive Vice President	By Name Title:
NOTARIZATION OR LEGALIZA	TION ACCOMPANYING ASSIGNMENT
STATE OF <u>Ilfas</u> ) COUNTY OF <u>Hanis</u> )	ss.:
title [fusitent] of Mexican Restaurant	me personally appeared <u>Denn and</u> , having the s, Inc., known by me to be the person of the above in the capacity designated, and acknowledged the the purpose therein set forth.  Dan Allew J.
My Commission Expires: 8/18/2212	DAWN R. VANDEN HUL NOTARY PUBLIC STATE OF TEXAS

follows, effective as of the date first abov	e written.
ASSIGNOR: MEXICAN RESTAURANTS, INC.	ASSIGNEE/ LAS ACQUISITION COMPANY INC.
Ву	By La-Horn
Name	Name
Title:	Title:
,	
NOTARIZATION OR LEGALI	IZATION ACCOMPANYING ASSIGNMENT
·	
STATE OF).	
) .	SS.:
COUNTY OF)	·
	•
On this day of April 2009 be	fore me personally appeared, having the
title I lof Mexican Restau	rants, Inc., known by me to be the person of the above
THE Of Moxican Restaur	ment in the capacity designated, and acknowledged the
same to be his own free act and deed and	for the purpose therein set forth.
same to be his own free act and deed and	not the purpose distant see 2022
	Notary Public
·	140taly I abile
M. O Erminos	
My Commission Expires:	

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as

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# SCHEDULE A

# **Trademarks**

Jurisdiction	Trademark Name	Registration No. (Application No.)	Registration Date (Filing Date)
U.S.	La Senorita (Word Mark)	2,683,500 (76/405,832)	4-Feb-2003 (14-May-2002)
U.S.	"Sombrero Sam Design"	1,521,314 (73/677,532)	17-Jan-1989 (10-Aug-1987)

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**RECORDED: 04/20/2009**