

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chuy's Opco, Inc.		05/24/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Administrative Agent		
Street Address:	551 Madison Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1514928	CHUY'S	
Registration Number:	1527451	CHUY'S MIL PESCADOS BAR	
Registration Number:	2734874	CHUY'S GREEN CHILE FESTIVAL	
Registration Number:	2204661	CHUY'S	
Registration Number:	2185212	CHUY'S	
Registration Number:	1562724		
CORRESPONDENCE DATA			
Fax Number:	(312)863-7427		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3927		
Email:	rebecca.silva@goldbergekohn.com		
Correspondent Name:	Rebecca Silva, Paralegal		
Address Line 1:	c/o Goldberg Kohn, Ltd., 55 E. Monroe St		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$165.00 1514928

ATTORNEY DOCKET NUMBER:	6483.024
NAME OF SUBMITTER:	Rebecca Silva
Signature:	/rebeccasilva/
Date:	05/26/2011
Total Attachments: 5 source=trade#page1.tif source=trade#page2.tif source=trade#page3.tif source=trade#page4.tif source=trade#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 24, 2011, by and between CHUY'S OPCO, INC., a Delaware corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof by, and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as the Grantor begins to use such trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHUY'S OPCO, INC.

By: Sharon A. Russell
Name: Sharon A. Russell
Title: Secretary, Treasurer and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: _____
Name: Gregory W. Cashman
Title: Chief Investment Officer

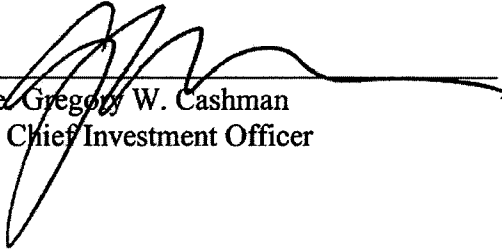
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHUY'S OPCO, INC.

By: _____
Name: Sharon A. Russell
Title: Secretary, Treasurer and Chief Financial Officer




ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: 
Name: Gregory W. Cashman
Title: Chief Investment Officer

Schedule A

Registered Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
CHUY'S Stylized Letters 	1514928	11/29/1988
CHUY'S Design (CHUY'S MIL PESCADOS BAR) 	1527451	2/28/1989
CHUY'S GREEN CHILE FESTIVAL	2734874	7/8/2003
CHUY'S	2204661	11/24/1998
CHUY'S	2185212	9/1/1998
Fish Design 	1562724	10/24/1989