

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
Eateries, Inc., successor by merger to Fiesta, Inc.	FORMERLY Fiesta, Inc.	04/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fiesta Holdings, LLC		
Street Address:	1101 W. Waterloo Road		
City:	Edmond		
State/Country:	OKLAHOMA		
Postal Code:	73025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85357526	GARCIA'S MEXICAN RESTAURANT	
CORRESPONDENCE DATA			
Fax Number:	(405)236-1012		
Phone:	405-232-2020		
Email:	nazette@christensenlawgroup.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	L. Nazette Zuhdi		
Address Line 1:	210 Park Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
NAME OF SUBMITTER:	L. Nazette Zuhdi		
Signature:	/l. nazette zuhdi/		
Date:	10/14/2011		
Total Attachments: 2 source=Executed Assignment Fiesta Inc. to Fiesta Holdings LLC#page1.tif source=Executed Assignment Fiesta Inc. to Fiesta Holdings LLC#page2.tif			

OP \$40.00 85357526

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This **ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS** ("Assignment") is entered into effective the 7th day of April, 2009, between **EATERIES, INC.**, a Delaware corporation and successor by way of merger to **FIESTA, INC.** an Oklahoma corporation ("Assignor"), and **FIESTA HOLDINGS, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has agreed to transfer to Assignee all of its respective rights, title and interest in and to the "Garcia's Mexican Restaurant" intellectual property including, trademarks, service marks, tradenames, the name " Garcia's Mexican Restaurant" and any variations thereof, logos, copy-rights, software, patents, patent applications, menus, recipes, trade dress, processes, employee and operation manuals, advertising materials and other similar rights related to the "Garcia's Mexican Restaurant", and including, without limitation, those items set forth on Schedule "A" attached hereto (collectively, the "Intellectual Property Rights").

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, conveys, and delivers unto Assignee and its successors and assigns all of Assignor's rights to the Intellectual Property Rights, including all good will related thereto.

2. Miscellaneous. This Assignment shall be binding upon the parties hereto and their respective successors and assigns. Capitalized terms not specifically defined herein shall have the meaning set forth in the Agreement. This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma.

In witness of their agreement, the parties have executed this Agreement effective as of the day and year first above written.

ASSIGNOR:

EATERIES, INC., a Delaware corporation and
successor by way of merger to FIESTA, INC. an
Oklahoma corporation



Preston Stockton, President

Accepted:

ASSIGNEE:

FIESTA HOLDINGS, LLC, a Delaware limited
liability company



Preston Stockton, President and Director

SCHEDULE A

INTELLECTUAL PROPERTY

1. USPTO Registration Number: 1728394
Filing Date: May 20, 1991
Registration Date: October 27, 1992
Owner: **FIESTA HOLDINGS, INC.**, a Delaware corporation
Type of Mark: Service Mark
Word Mark: GARCIA'S MEXICAN RESTAURANTS
2. All State Trademark Rights specifically including, but not limited to, California, Colorado, Idaho, and Utah
3. All common law rights related to GARCIA'S MEXICAN RESTAURANTS