

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Acapulco Mark Corporation		03/21/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RM Acapulco LLC		
<b>Street Address:</b>	5660 Katella Ave.		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Cypress		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90630		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1411761	ACAPULCO	
<b>Registration Number:</b>	2115063	ACAPULCO MEXICAN RESTAURANT Y CANTINA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8667048837		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9495673512		
<b>Email:</b>	murrays@pepperlaw.com		
<b>Correspondent Name:</b>	Jimmy Chen - Pepper Hamilton LLP		
<b>Address Line 1:</b>	4 Park Plaza		
<b>Address Line 2:</b>	Suite 1200		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-5955		
<b>ATTORNEY DOCKET NUMBER:</b>	129966-0003		
<b>NAME OF SUBMITTER:</b>	Jimmy Chen		

OP \$65.00 1411761

Signature:	/Jimmy Chen/
Date:	05/07/2012
<b>Total Attachments: 15</b> source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page1.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page2.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page3.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page4.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page5.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page6.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page7.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page8.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page9.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page10.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page11.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page12.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page13.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page14.tif source=IP ASSIGNMENT AND ASSUMPTION AGREEMENT EXECUTED#page15.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of March 21, 2012 (this "Assignment"), which shall be effective as of the date hereof at 12:00 a.m., is made and entered into by and among Real Mex Restaurants, Inc., a Delaware corporation (the "Company"), the Subsidiaries of the Company listed on the signature pages hereto (together with the Company, the "Sellers") and the following Delaware limited liability companies: RM Chevys LLC ("Chevys"), RM Acapulco LLC ("Acapulco"), RM El Torito LLC ("El Torito") and RM Foods LLC ("RM Foods" and collectively with Chevys, Acapulco and El Torito, the "Assignees"). The Sellers and Assignees are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Sellers and RM Opco LLC ("Purchaser") entered into that certain Asset Purchase Agreement dated as of February 10, 2012 (the "Asset Purchase Agreement"); and

WHEREAS, Purchaser assigned its rights under the Asset Purchase Agreement to the Assignees.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. The Sellers hereby convey, assign, transfer and deliver to Assignees all of such Sellers' right, title and interest in and to the Purchased Intellectual Property, including, without limitation, all Marks and domain names listed on Schedules A, B, C and D attached hereto, to the Assignees set forth on Schedules A, B, C and D, together with all goodwill and other intangible assets associated therewith and with the business or the portion of the business to which the Marks pertain. For the avoidance of doubt, the Sellers are not conveying, assigning, transferring or delivering to the Assignees any of the Excluded Assets.

2. Acceptance and Assumption. The Assignees hereby accept the conveyance, assignment, transfer and delivery of the Purchased Intellectual Property, including, without limitation, all Marks and domain names listed on Schedules A, B, C and D attached hereto, together with all goodwill and other intangible assets associated therewith.

3. Further Assurances. The Sellers and Assignees shall, at the applicable Assignee's expense, execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request and without further consideration, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.

4. Effectiveness. This Assignment shall be effective as of the Closing.

5. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede,

Assignee contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

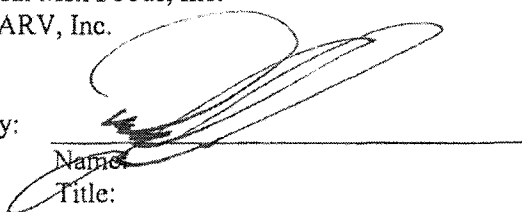
**SELLERS**

Real Mex Restaurants, Inc.  
Acapulco Mark Corp.  
Acapulco Restaurant of Downey, Inc.,  
Acapulco Restaurant of Moreno Valley, Inc.  
Acapulco Restaurant of Ventura, Inc.  
Acapulco Restaurant of Westwood, Inc.  
Acapulco Restaurants, Inc.  
ALA Design, Inc.  
Chevys Restaurants, LLC  
CKR Acquisition Corp.  
El Paso Cantina, Inc.  
El Torito Franchising Company  
El Torito Restaurants, Inc.  
Murray Pacific  
Real Mex Foods, Inc.  
TARV, Inc.

By:

Name:

Title:


A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and somewhat abstract, with a large loop at the top.

**ASSIGNEES**

RM Chevys LLC

By:   
Name:  
Title:

RM Acapulco LLC

By:   
Name:  
Title:

RM El Torito

By:   
Name:  
Title:

RM Foods LLC

By:   
Name:  
Title:

Schedule A

Purchased Intellectual Property assigned to RM Chevys LLC.

1. U.S. Trademarks

Mark	Reg. No. / App. No.	Reg. Date / App. Date
CHEVYS EXPRESS MEX	2,375,705	08-Aug-2000
CHEVYS EXPRESS MEX & Design	2,579,149	11-Jun-2002
CHEVYS FRESH MEX	2,066,652	03-Jun-1997
CHEVYS FRESH MEX	2,251,029	08-Jun-1999
CHEVYS FRESH MEX	3,982,218	21-Jun-2011
CHEVYS FRESH MEX	3,941,569	05-Apr-2011
CHEVYS FRESH MEX	77/875,822	18-Nov-2009
CHEVYS FRESH MEX (Stylized)	3,170,878	14-Nov-2006
CHEVYS MEXICAN RESTAURANT (Stylized)	1,624,237	20-Nov-1990
EL MACHINO	1,951,323	23-Jan-1996
FAMOUS FOR FAJITAS AND FIESTAS	1,446,992	07-Jul-1987
FRESH MEX	1,613,407	11-Sep-1990
FRESH MEX	1,750,598	02-Feb-1993
FRESH MEX TEQUINI	2,409,955	05-Dec-2000

2. Foreign Trademarks

Mark	Country	Reg. No. / App. No.	Reg. Date / App. Date
CHEVYS	European Community	196626	18-Nov-1998
FRESH MEX	European Community	196584	08-May-2000

3. Domain Names  
chevys.com



Schedule B

Purchased Intellectual Property assigned to RM Acapulco LLC.

1. U.S. Trademarks

Mark	Reg. No. / App. No.	Reg. Date / App. Date
ACAPULCO	1,411,761	30-Sep-1986
ACAPULCO MEXICAN RESTAURANT y CANTINA DESIGN	2,115,063	25-Nov-1997
BURRITOS BY THE FOOT! (and Design)	1,854,764	20-Sep-1994
MARGARITA CLASSICA	1,809,471	07-Dec-1993
MARGARITA MONDAYS	2,098,690	23-Sep-1997
MUCHO MACHO PLATTERS	3,729,189	20-Mar-2008
SEA OF CORTEZ	2,389,527	26-Sep-2000
SI WE CAN!	2,393,744	10-Oct-2000

2. State Trademarks

Mark	State	Reg. No. / App. No.	Reg. Date / App. Date
ACAPULCO'S	MA	62257	26-Nov-2002
BURRITOS BY THE FOOT! (and Design)	CA	04389 9	21-Sep-1994
MARGARITA MONDAYS	CA	04560 6	16-Feb-1996
SI WE CAN!	CA	04271 3	19-Nov-1993

3. Common Law Claims of Right

EL PASO CANTINA

4. Domain Names

acapulcorestaurants.com

acapulcoamigos.com

acapulcoamigo.com

elpaso-cantina.com

Schedule C

Purchased Intellectual Property assigned to RM El Torito.

1. U.S. Trademarks

Mark	Reg. No. / App. No.	Reg. Date / App. Date
BIG PARTY LITTLE BULL	3,186,212	19-Dec-2006
CASA GALLARDO	1,222,950	04-Jan-1983
CASA GALLARDO	1,710,269	25-Aug-1992
CASA GALLARDO MEXICAN RESTAURANT & Design	1,215,404	02-Nov-1982
DESIGN (BULL)	2,410,253	05-Dec-2000
DESIGN (BULL)	2,336,340	28-Mar-2000
EL TORITO	1,961,662	12-Mar-1996
EL TORITO	2,319,732	15-Feb-2000
EL TORITO	3,982,574	21-Jun-2011
EL TORITO	3,982,575	21-Jun-2011
EL TORITO	85/031,756	06-May-2010
EL TORITO (stylized/script)	939,089	25-Jul-1972
EL TORITO (stylized/standard)	2,187,953	08-Sep-1998
EL TORITO (stylized/standard)	2,319,745	15-Feb-2000
EL TORITO (stylized/standard)	2,410,247	05-Dec-2000
EL TORITO (stylized/standard)	2,410,258	05-Dec-2000
EL TORITO EST. 1954 & DESIGN	2,418,861	09-Jan-2001
EL TORITO EST. 1954 & DESIGN	2,410,249	05-Dec-2000
EL TORITO EXPRESS	85/031,773	06-May-2010

EL TORITO EXPRESS	85/031,817	06-May-2010
EL TORITO EXPRESS	85/031,887	06-May-2010
EL TORITO GRILL	2,187,960	08-Sep-1998
EL TORITO GRILL	85/031,900	06-May-2010
EL TORITO GRILL	85/031,957	06-May-2010
EL TORITO GRILL	85/032,007	06-May-2010
EL TORITO. REAL MEXICAN.	3,033,368	27-Dec-2005
FAJITAS CHIQUITAS	1,763,092	06-Apr-1993
Guadala HARRY'S (stylized)	1,195,937	18-May-1982
MARGARITA SUPREMA	2,726,055	10-Jun-2003
SINIGUAL	3,613,500	28-Apr-2009
TACORITO TUESDAY	3,541,658	02-Dec-2008
TAQUERIA FRESCA	2,982,978	09-Aug-2005
THE ORIGINAL EL TORITO RESTAURANT EST. 1954 & DESIGN	1,653,964	13-Aug-1991
WHO-SONG & LARRY'S	2,288,003	19-Oct-1999

2. State Trademarks

Mark	State	Reg. No. / App. No.	Reg. Date / App. Date
CASA GALLARDO	MO	12928	22-Aug-1994
EL TORITO	AZ	23055	20-Nov-1984
LAS BRISAS	CA	05858 7	29-Dec-2003

LAS BRISAS	CA	05858 8	29-Dec- 2003
WHO-SONG & LARRY'S	OR	S3486 0	06-Feb- 2001
Who-Song & Larry's Cantina	WA	15451	06-Dec- 1984

3. Foreign Trademarks

Mark	Country	Reg. No. / App. No.	Reg. Date / App. Date
EL TORITO	Austria	196,375	23- May- 2001
EL TORITO	Bahrain	2655	09- Mar- 1998
EL TORITO	Denmark	VR200005615	05- Dec- 2000
EL TORITO	Egypt	113265	28- Dec- 2003
EL TORITO	Finland	219810	15- Dec- 2000
EL TORITO	France	00/3062507	10- Oct- 2001
EL TORITO	Germany	30064208	12- Jun- 2001
EL TORITO	Ireland	218876	01- Apr- 1996
EL TORITO	Italy	970.136	23- Jun- 2005
EL TORITO	Jordan	49234	01- Jun- 1999
EL TORITO	Jordan	49233	01- Jun- 1999

EL TORITO	Jordan	49231	01- Jun- 1999
EL TORITO	Jordan	49230	01- Jun- 1999
EL TORITO	Jordan	49232	01- Jun- 1999
EL TORITO	Korea	75942	20- May- 2002
EL TORITO	Lebanon	76100	15- Jun- 1998
EL TORITO	Paraguay	251820	15- Nov- 2002
EL TORITO	Singapore	T/01/13679B	29- Aug- 2005
EL TORITO	Sweden	346 673	01- Jun- 2001
EL TORITO	Syria	66157	12- Nov- 1998
EL TORITO	Turkey	185981	07- Nov- 1996
EL TORITO	United Arab Emirates	19010	26- Dec- 1998
EL TORITO EXPRESS	Turkey	182699	13- Mar- 1997
EL TORITO EXPRESS GRILL	Bahrain	2657	09- Mar- 1998
EL TORITO EXPRESS GRILL	Egypt	113267	28- Dec- 2003
EL TORITO EXPRESS GRILL	Jordan	49563	29- Jun- 1999
EL TORITO EXPRESS	Jordan	49560	29-

GRILL			Jun-1999
EL TORITO EXPRESS GRILL	Jordan	49561	29-Jun-1999
EL TORITO EXPRESS GRILL	Jordan	49562	29-Jun-1999
EL TORITO EXPRESS GRILL	Jordan	49564	29-Jun-1999
EL TORITO EXPRESS GRILL	Lebanon	76102	15-Jun-1998
EL TORITO EXPRESS GRILL	Turkey	193467	10-Mar-1998
EL TORITO GRILL	Bahrain	2656	09-Mar-1998
EL TORITO GRILL	Egypt	113266	28-Dec-2003
EL TORITO GRILL	Jordan	49567	29-Jun-1999
EL TORITO GRILL	Jordan	49568	29-Jun-1999
EL TORITO GRILL	Jordan	49569	29-Jun-1999
EL TORITO GRILL	Jordan	49566	29-Jun-1999
EL TORITO GRILL	Jordan	49565	29-Jun-1999
EL TORITO GRILL	Lebanon	76101	15-Jun-1998
EL TORITO GRILL	Syria	66185	14-Nov-1998
EL TORITO GRILL	United Arab Emirates	19009	26-Dec-

			1998
EL TORITO G-R-I-L-L & DESIGN	Turkey	183005	13- Mar- 1997
THE ORIGINAL EL TORITO RESTAURANT EST. 1954 & DESIGN	European Community	000184234	18- Apr- 2001
THE ORIGINAL EL TORITO RESTAURANT EST. 1954 (design/TRADE NAME)	Costa Rica	82,814	02- Jun- 1993

5. Domain Names

el-torito.com  
 eltorito.com  
 keystonegrill.com  
 casagallardo.com  
 lasbrisaslagunabeach.com  
 etgrill.com  
 sinigualrestaurants.com  
 sinigualny.com  
 sinigualreservations.com  
 whosonglarrys.com



Schedule D

Purchased Intellectual Property assigned to RM Foods LLC.

1. U.S. Trademarks

Mark	Reg. No. / App. No.	Reg. Date / App. Date
REAL MEX FOODS	3,009,695	25-Oct-2005
REAL MEX RESTAURANTS	3,166,954	31-Oct-2006
REAL MEX RESTAURANTS & Design	3,200,865	23-Jan-2007

2. Domain Names

alafoods.com  
realmexfoods.com  
realmexfood.com  
realmexrestaurants.com  
realmexrestaurant.com  
realmexinc.com  
realmexbrands.com  
rnr-fb.com  
epcrestaurant.com  
newjobsinfood.com  
realmexrest.com