

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
RM Foods LLC		04/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RM HQ LLC		
Street Address:	5660 Katella Ave.		
Internal Address:	Suite 100		
City:	Cypress		
State/Country:	CALIFORNIA		
Postal Code:	90630		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3166954	REAL MEX RESTAURANTS	
Registration Number:	3200865	REAL MEX RESTAURANTS	
CORRESPONDENCE DATA			
Fax Number:	8667048837		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9495673512		
Email:	murrays@pepperlaw.com		
Correspondent Name:	Jimmy Chen - Pepper Hamilton LLP		
Address Line 1:	4 Park Plaza		
Address Line 2:	Suite 1200		
Address Line 4:	Irvine, CALIFORNIA 92614-5955		
ATTORNEY DOCKET NUMBER:	130914-0003		
NAME OF SUBMITTER:	Jimmy Chen		

OP \$65.00 3166954

Signature:	/Jimmy Chen/
Date:	05/09/2012
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April __, 2012 (this "Assignment"), is made and entered into by and among RM Foods LLC ("Assignor") and RM HQ LLC ("Assignee"). The Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

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

WHEREAS, pursuant to the Asset Purchase Agreement, Purchaser assigned its rights under the Asset Purchase Agreement to, among others, the Assignor;

WHEREAS, the Assignor wishes to assign certain of its rights to Assignee;

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 Assignor hereby conveys, assigns, transfers and delivers to Assignee all of the Assignor's right, title and interest in and to the trademarks and domain names listed on Schedule A attached hereto, together with all goodwill and other intangible assets associated therewith and with the business or the portion of the business to which such trademarks and domain names pertain (the "Transferred IP").

2. Acceptance and Assumption. The Assignee hereby accepts the conveyance, assignment, transfer and delivery of the Transferred IP.

3. Further Assurances. The Assignor and Assignee shall, at the 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.

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.

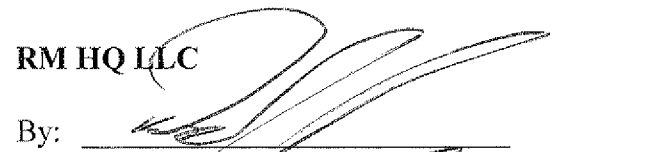
ASSIGNOR

RM Foods LLC


Name: DAVID GORENKA
Title: PRESIDENT

ASSIGNEE

RM HQ LLC

By: 
Name: DAVID GORENKA
Title: PRESIDENT

Schedule A

1. U.S. Trademarks

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

1. Domain Names

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