

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498377

|   |  |                           |  |
|---|--|---------------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                           |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF 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>                     |
| RM Chevys LLC   |  | 10/28/2018                | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                           |  |
| <b>Name:</b>  | FM Restaurants Chevys OpCo, LLC                    |                           |  |
| <b>Street Address:</b>  | 5660 Katella Ave., Suite 200                       |                           |  |
| <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: 11</b>   |  |                           |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>          |  |
| <b>Registration Number:</b>   | 2375705  | CHEVYS EXPRESS MEX        |  |
| <b>Registration Number:</b>   | 2579149  | CHEVYS EXPRESS MEX        |  |
| <b>Registration Number:</b>   | 2066652  | CHEVYS FRESH MEX          |  |
| <b>Registration Number:</b>   | 2251029  | CHEVYS FRESH MEX          |  |
| <b>Registration Number:</b>   | 3170878  | CHEVYS FRESH MEX          |  |
| <b>Registration Number:</b>   | 1624237  | CHEVYS MEXICAN RESTAURANT |  |
| <b>Registration Number:</b>   | 1951323  | EL MACHINO                |  |
| <b>Registration Number:</b>   | 1613407  | FRESH MEX                 |  |
| <b>Registration Number:</b>   | 1750598  | FRESH MEX                 |  |
| <b>Registration Number:</b>   | 2409955  | FRESH MEX TEQUINI         |  |
| <b>Registration Number:</b>   | 4999423  | THE PARTY'S ON US         |  |
| <b>CORRESPONDENCE DATA</b>  |  |                           |  |
| <b>Fax Number:</b>  | 3128767934   |                           |  |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                           |  |
| <b>Phone:</b>   | 3128762837   |                           |  |
| <b>Email:</b>   | hope.karmo@dentons.com                             |                           |  |
| <b>Correspondent Name:</b>  | Dentons US LLP c/o Tara Reedy Sliva                |                           |  |
| <b>Address Line 1:</b>  | P.O. Box #061080                                   |                           |  |

OP \$290.00 2375705

**Address Line 2:** Wacker Drive Station, Willis Tower  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 15801356.000001

**NAME OF SUBMITTER:** Tara Reedy Sliva

**SIGNATURE:** /tara reedy sliva/

**DATE SIGNED:** 11/15/2018

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of October 28, 2018 (such date, the “Effective Date”, and such agreement, this “Trademark Assignment”), is entered into by RM Chevys LLC, a Delaware limited liability company (the “Assignor”), and FM Restaurants Chevys OpCo, LLC, a Delaware Limited Liability Company (the “Assignee”). The Assignor and the Assignee are sometimes herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, the Assignor, each other Seller (as defined in the Asset Purchase Agreement) and FM Restaurants (PT), LLC (“Purchaser”), entered into that certain Asset Purchase Agreement dated as of August 5, 2018 (the “Asset Purchase Agreement”);

WHEREAS, Purchaser entered into that certain Assignment of Rights and Obligations Agreement, dated as of the date hereof (the “Assignment Agreement”), among Purchaser, FM Restaurants HQ, LLC (“FM HQ”), Assignee, FM Restaurants Acapulco OpCo, LLC (“FM Acapulco”), FM Restaurants El Torito OpCo, LLC (“FM El Torito”), FM Restaurants Signature OpCo, LLC (“FM Signature”), FM Restaurants Las Brisas OpCo, LLC (“FM Las Brisas”), FM Restaurants HoldCo, LLC (together with FM HQ, Assignee, FM Acapulco, FM El Torito, FM Signature, FM Las Brisas and FM HoldCo, the “Purchaser’s Assignees”), pursuant to which Purchaser assigned to the Purchaser’s Assignees, and the Purchaser’s Assignees accepted and assumed, certain rights and obligations of the Purchaser under the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, the Parties entered into that certain Intellectual Property Assignment Agreement dated as of October 28, 2018 (the “Master IP Assignment Agreement”);

WHEREAS, the Assignor owns the trademark and service mark registrations and applications set forth on Schedule 1 (the “Assigned Marks”); and

WHEREAS, pursuant to the Master IP Assignment Agreement, the Assignor desires to assign, transfer, convey and deliver to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor’s right, title and interest in, to and under the Assigned Marks and all goodwill associated therewith or symbolized thereby.

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

1. Assignment. As of the Effective Date, the Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, transfer, assignment, conveyance and delivery of, all of the Assignor’s right, title and interest in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the Assigned Marks, (b) all common law rights in, and all rights derived from, the Assigned Marks and all registrations that may be granted thereon, and any renewals thereof, (c) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, misappropriation, dilution or other violation of any of the Assigned Marks, and the right to sue for damages, injunctive relief, lost profits in connection therewith or any other remedy or otherwise recover therefor, (d) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, (e) the right to prosecute, maintain and defend the Assigned Marks, (f) the right to claim priority based on the Assigned Marks and (g) the right to fully and

entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made. The assignment contemplated herein is meant to be an absolute assignment and not by way of security.

2. Further Assurances. As may be necessary, the Assignor shall use reasonable best efforts to (i) execute, acknowledge and deliver such other instruments, documents and agreements and (ii) do such other things, in each case, as may be reasonably necessary, proper or advisable to carry out its obligations under this Trademark Assignment and as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby. If the Assignor fails to promptly take or execute any action or document described in this Section 2 after written request by the Assignee, then the Assignor hereby constitutes and appoints the Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of the Assignor but on behalf and for the benefit of the Assignee, to take and execute in the name of the Assignor any and all actions and documents that may be deemed necessary or proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Trademark Assignment.

3. Recordation. The Assignee shall be solely responsible for all actions associated with the perfection of Assignee's right, title and interest in and to the Assigned Marks and recordation and/or registration of this Trademark Assignment or any other document evidencing the assignment to the Assignee of the Assigned Marks. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record the Assignee as the assignee and owner of the Assigned Marks and to deliver to the Assignee, and to the Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Trademark Assignment.

4. Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement, the Assignment Agreement and the other agreements, instruments, certificates and documents executed and delivered in connection therewith, represent the entire understanding and agreement among the Parties with respect to the subject matter hereof.

5. Amendment and Waiver. This Trademark Assignment can be amended supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Trademark Assignment signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

6. 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 Trademark Assignment is entered into pursuant to, and subject to all of the terms and conditions of, the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on or modify any of the obligations, agreements, covenants or warranties of any Seller or Purchaser contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Trademark Assignment and the Asset Purchase Agreement (as modified by the Assignment Agreement), the terms of the Asset Purchase Agreement (as modified by the Assignment Agreement) shall prevail.

7. Governing Law. This Trademark 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.

8. Binding Effect. This Trademark Assignment shall be binding upon and inure to the Parties and their respective successors and assigns, and shall be effective as of 11:59 PM (Pacific Time) on the

date hereof. Nothing in this Trademark Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

9. Counterparts. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Trademark Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart to this Trademark Assignment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Trademark Assignment.

10. Headings. The division of this Trademark Assignment into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Trademark Assignment.

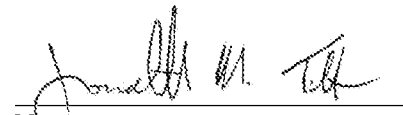
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IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed by their respective officers thereunto duly authorized, as of the date first written above.

**ASSIGNOR**

RM Chevys LLC

By:



Name: Jonathan Tibus  
Title: CRO

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006482 FRAME: 0341**

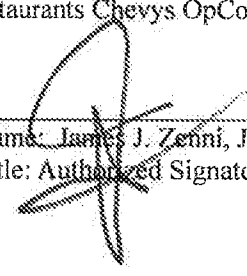
**ASSIGNEE**

FM Restaurants Chevys OpCo, LLC

By: \_\_\_\_\_

Name: James J. Zenni, Jr.

Title: Authorized Signatory

A handwritten signature in black ink, appearing to be 'James J. Zenni, Jr.', written over a horizontal line. The signature is stylized and somewhat cursive.



[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**  
**REEL: 006482 FRAME: 0342**

**Schedule 1**


Assigned Marks

Registered and Applied-For Trademarks

| Mark   | Country            | Status     | App. No.  | Filing Date | Reg. No. | Reg. Date   | Int. Class | Owner         |
|--|--------------------|------------|-----------|-------------|----------|-------------|------------|---------------|
| CHEVYS   | European Community | Registered | 196626    | Apr-01-1996 | 196626   | Nov-18-1998 | 29, 30, 42 | RM Chevys LLC |
| CHEVYS EXPRESS MEX   | United States      | Registered | 75/369547 | Oct-14-1997 | 2375705  | Aug-08-2000 | 42         | RM Chevys LLC |
| CHEVYS EXPRESS MEX (AND DESIGN)<br> | United States      | Registered | 75/603748 | Dec-04-1998 | 2579149  | Jun-11-2002 | 42         | RM Chevys LLC |
| CHEVYS FRESH MEX   | United States      | Registered | 75/064703 | Feb-28-1996 | 2066652  | Jun-03-1997 | 42         | RM Chevys LLC |
| CHEVYS FRESH MEX   | United States      | Registered | 75/374284 | Oct-20-1997 | 2251029  | Jun-08-1999 | 42         | RM Chevys LLC |
| CHEVYS FRESH MEX (AND DESIGN)<br>   | United States      | Registered | 78/647057 | Jun-09-2005 | 3170878  | Nov-14-2006 | 43         | RM Chevys LLC |

[Signature Page to Trademark Assignment Agreement]



| Mark  | Country            | Status     | App. No.  | Filing Date | Reg. No. | Reg. Date   | Int. Class | Owner         |
|---|--------------------|------------|-----------|-------------|----------|-------------|------------|---------------|
| CHEVYS MEXICAN RESTAURANT (STYLIZED)<br> | United States      | Registered | 74/026374 | Feb-06-1990 | 1624237  | Nov-20-1990 | 42         | RM Chevys LLC |
| EL MACHINO  | United States      | Registered | 74/643094 | Mar-06-1995 | 1951323  | Jan-23-1996 | 07         | RM Chevys LLC |
| FRESH MEX   | European Community | Registered | 196584    | Apr-01-1996 | 196584   | May-08-2000 | 29, 30, 42 | RM Chevys LLC |
| FRESH MEX   | United States      | Registered | 73/821940 | Aug-28-1989 | 1613407  | Sep-11-1990 | 42         | RM Chevys LLC |
| FRESH MEX   | United States      | Registered | 74/213180 | Oct-18-1991 | 1750598  | Feb-02-1993 | 42         | RM Chevys LLC |
| FRESH MEX TEQUINI   | United States      | Registered | 75/627077 | Jan-25-1999 | 2409955  | Dec-05-2000 | 33         | RM Chevys LLC |
| THE PARTY'S ON US   | United States      | Registered | 86/581464 | Mar-30-2015 | 4999423  | Jul-12-2016 | 43         | RM Chevys LLC |

[Signature Page to Trademark Assignment Agreement]