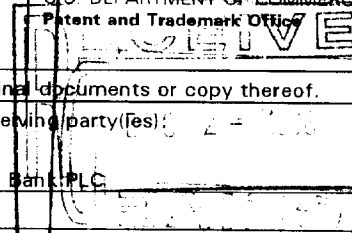


12-04-1998

Form PTO-1594
1-31-97

100913876

EET
YU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Chevys, Inc.

- ☐ Individuals
☐ General Partnership
☒ Corporation-State: California
☐ Other
- ☐ Association
☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
☒ Security Agreement
☐ Other
- ☐ Merger
☐ Change of Name

Execution Date: September 16, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/361,980

2. Name and address of receiving party(ies):

Name: National Westminster Bank PLC

Internal Address:

Street Address: 175 Water StreetCity: New York State: New York ZIP: 10038

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State:
- ☒ Other Public Limited Company, incorporated in the United Kingdom

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Trademark Registration No.(s)\

2,099,393

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kimberly V. MillerInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved

55

7. Total fee (37 CFR 3.41): \$ 1,390.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kimberly V. Miller

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

12/03/1998 TTH111
 01 FC:401
 02 FC:402
 2093393
 40.00 DP
 1350.00 DP

GENERAL MUSTARD	2112397	11/11/97
GENERAL MUSTARD Design	2137422	2/17/98
GROOVY GUAVA	2088832	8/19/97
IN LIKE FIN	2054695	4/22/97
JAILHOUSE ROCK SHRIMP	2099445	9/23/97
MADAM CURRY	2099392	9/23/97
MADAM CURRY Design	2103592	10/7/97
MOCHA MY DAY	2054718	4/22/97
PEACH ON EARTH	2101451	9/30/97
STRAWBERRY BANANALOW	2099388	9/23/97
THE BIG CITY	2045815	3/18/97
THE BLUE BANANA	2069179	6/10/97
THE CREOLE THING	2099391	9/23/97
THE CREOLE THING Design	2112395	11/11/97
THE GREEN PARTY	2099389	9/23/97
THE GREEN PARTY Design	2112396	11/11/97
TOO COOL TUNA SALAD	2052396	4/15/97
UM-CHOCOLOTTA	2099390	9/23/97
WOK THE WOK	2048939	4/1/97
WRAPS CITY	2064043	5/20/97
WRAPWORKS	2118483	12/2/97

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
A SIT DOWN MEAL YOU CAN EAT STANDING UP	7 5 -361980	9/24/97
BIG CITY WRAPS	75-064708	2/28/96
BIZZO	75-504896	6/18/98
BRICK OVEN BISTRO	75-519293	7/15/98
CHEVYS EXPRESS MEX	75-369547	10/14/97
CHEVYS FRESH MEX	75-374284	10/20/97
CHEVYS MEXICAN RESTAURANT	75-370624	10/9/97
CITY WRAPS	75-030228	12/11/95
CITY WRAPS	75-030227	12/11/95
DAYO	75-369546	10/14/97
DEO	75-399205	12/3/97
GIVE US YOUR TIRED AND HUNGRY AND WE'LL SERVE THEM FRESH TORTILLAS	75-483022	5/11/98
GOCCIA	75-374285	10/20/97
ICE MACHINE Design	75-198108	11/14/96
MANGO A-GO-GO	75-175375	10/1/96
PESTO CHANGE-O	75-178215	10/7/96
WRAP CITY	75-047905	1/23/96

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

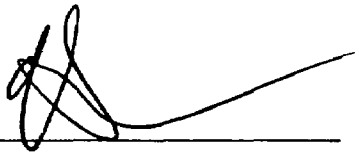
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, CHEVYS, INC., a California corporation (the "Assignor") with principal offices at 631 Howard Street, Suite 400, San Francisco, CA 94105, hereby assigns and grants to NATIONAL WESTMINSTER BANK PLC, as Collateral Agent, with principal offices at 175 Water Street, New York, New York 10038 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of September 16, 1998 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement (as defined in the Security Agreement), the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 3th day of October, 1998.

CHEVYS, INC.
as Assignor

By: 
Name: _____
Title: **CLAUDE D. PERASSO**
VICE PRESIDENT, GENERAL COUNSEL

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee

By: _____
Name: _____
Title: _____

CALIFORNIA
STATE OF ~~NEW YORK~~)
 SAN FRANCISCO) SS.:
COUNTY OF ~~NEW YORK~~)

On this 8th day of October, 1998, before me personally came

CLAUDE D. PERASSO who, being duly sworn, did depose and say that [x]he is
VICE PRESIDENT,
GENERAL COUNSEL of Chevys, Inc., that [x]he is authorized to execute the foregoing
Assignment of Security Interest on behalf of said corporation and that [x]he did so by authority of
the Board of Directors of said Corporation.



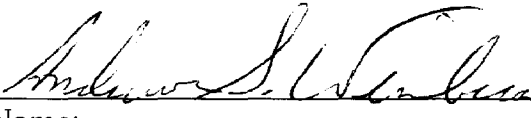
Annette Bailey Utleg
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 13th day of November, 1998.

CHEVYS, INC.
as Assignor

By: _____
Name:
Title:

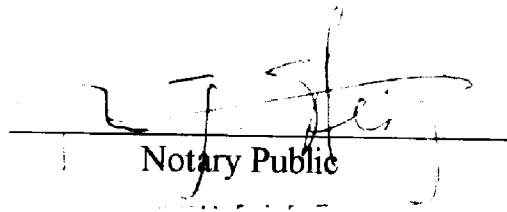
NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee

By:  _____
Name: **ANDREW S. WEINBERG**
Title: **SENIOR VICE PRESIDENT**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 23rd day of November, 1998, before me personally came

Andrew S. Weinberg who, being by me duly sworn, did state as follows: that [s]he is
Senior Vice President of National Westminster Bank PLC, that [s]he is authorized to
execute the foregoing Assignment of Security Interest on behalf of said corporation and that [s]he
did so by authority of the Board of Directors of said corporation.



Notary Public

NOTARY PUBLIC
No. 0001106
Qualified in Westchester
Commission Expires January 8, 2001

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ALL THAT RAZZ	2099393	9/23/97
BERRY TASTY	2033205	1/21/97
BIG CITY WRAPS Design	2047645	3/25/97
BLTA	2048938	4/1/97
CALYPSO CAMARONES	2048937	4/1/97
CARNITAS WAY	2099446	9/23/97
CARNITAS WAY Design	2127087	1/6/98
CHEVYS FRESH MEX	2066652	6/3/97
CHEVYS MEXICAN RESTAURANT Design	1624237	11/20/90
COAT & THAI CHICKEN	2071425	6/17/97
COAT & THAI CHICKEN Design	2112394	11/11/97
COLD FUZZIES	2066699	6/3/97
CRANBERRY QUENCHER	2056481	4/22/97
EL MACHINO	1951323	1/23/96
FEEDING A DISCRIMINATING HUMAN RACE	2074544	6/24/97
FRESH MEX	1613407	9/11/90
FRESH MEX	1750598	2/2/93

GENERAL MUSTARD	2112397	11/11/97
GENERAL MUSTARD Design	2137422	2/17/98
GROOVY GUAVA	2088832	8/19/97
IN LIKE FIN	2054695	4/22/97
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WRAPS CITY	2064043	5/20/97
WRAPWORKS	2118483	12/2/97

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AND HONK! AND
WE'LL SERVE THEM
FRESH TORTILLAS

GOCCIA	75-374285	10/20/97
ICE MACHINE Design	75-198108	11/14/96
MANGO A-GO-GO	75-175375	10/1/96
PESTO CHANGE-O	75-178215	10/7/96
WRAP CITY	75-047905	1/23/96

RECORDED: 12/02/1998

TRADEMARK
REEL: 1821 FRAME: 0736