

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Assignment of Security Interest in United States Patents and Trademarks
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QDOBA RESTAURANT CORPORATION		01/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	301 South College Street
Internal Address:	5th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0760
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76537807	

CORRESPONDENCE DATA	
Fax Number:	(704)353-3692
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704.331.5792
Email:	docket@kennedycovington.com
Correspondent Name:	Karl S. Sawyer, Jr.
Address Line 1:	214 North Tryon Street
Address Line 2:	Hearst Tower - 47th Floor
Address Line 4:	Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0013567.00076
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NAME OF SUBMITTER:	Marcia Siuda, Trademark Paralegal
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Total Attachments: 5
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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, QDOBA RESTAURANT CORPORATION., a Delaware corporation (the "Assignor"), having its chief executive office at 4865 Ward Road, Suite 500, Wheat Ridge, Colorado 80033, hereby assigns and grants to WACHOVIA BANK, NATIONAL ASSOCIATION, with offices at 301 South College Street, 5th Floor, Charlotte, North Carolina 28288-0760 (the "Assignee"), a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types or property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent and Patent application of the Assignor, including each Patent and Patent application referred to on Schedule A hereto;

(ii) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Assignor, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iii) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or Schedule B hereto, as applicable, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or Schedule B hereto, as applicable, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS ASSIGNMENT shall have an effective date as of January 8, 2004.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Assignee under the Collateral Agreement, dated as of January 22, 2003 by and among Jack in the Box Inc., certain of its Subsidiaries party thereto and the Assignee (as supplemented by that Joinder Agreement dated as of February 21, 2003, and reaffirmed by a Reaffirmation Agreement and Master Amendment dated as of January 8, 2004, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral 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 Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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**TRADEMARK
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8th IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of January, 2004.

QDOBA RESTAURANT CORPORATION, as Assignor

By: [Signature]

Name: Gary J. Beisler

Title: CEO and President

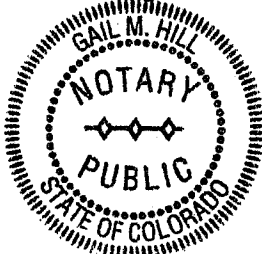
STATE OF COLORADO

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 7th day of January, 2004 by GARY J. BEISLER, as CEO AND PRESIDENT of QDOBA RESTAURANT CORPORATION, a Delaware corporation, on behalf of QDOBA RESTAURANT CORPORATION.

[Signature]
Notary Public

[NOTARY SEAL]



My commission expires: 6-3-05

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Assignee

By: *Louis K Beasley III*
Name: *Louis K Beasley III*
Title: *Director*

STATE OF *North Carolina*

COUNTY OF *Gaston*

The foregoing instrument was acknowledged before me this *27th* day of January, 2004 by *Louis K Beasley III* as *Director* of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of WACHOVIA BANK, NATIONAL ASSOCIATION.

Cynthia D Bryon
my commission exp
3/30/05

Schedule A

PATENTS

NONE

Schedule B

Trademark	Status	Curr App No.	Curr App Dt.	Curr Reg. No.	Curr Reg D
CACTUS BUTTON DESIGN	Registered	76/537,807	08/15/2003		

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RECORDED: 03/05/2004

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