Exhibit A
Sale Agreement

PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), entered into as of the ____ day of November, 2004 , by and between Jimmy Buffett, a Florida resident, having a principal business address of 424-A Fleming Street, Key West, Florida 33040 ("Buffett"), and Chi-Chi's, Inc., a Delaware corporation, having a principal business address care of Prandium, Inc., 2701 Alton Parkway, Irvine, California 92606 (hereinafter "Chi-Chi's") (each a "Party" and collectively "the Parties").

WHEREAS, Chi-Chi's is the owner of the Marks, as defined below, including the registrations and applications for registration therefor set out in Exhibit A attached hereto;

WHEREAS, Buffett and Chi-Chi's are each party to a U.S. trademark license agreement entitled License Agreement dated April 15, 1988 (the "License Agreement"), a copy of which is attached as Exhibit B hereto;

WHEREAS, Buffett has opposed registration of Chi-Chi's Canadian trademark applications Serial Nos. 655,705 and 671,780 (the "Canadian Chi-Chi's Cases");

WHEREAS, Chi-Chi's has opposed registration of certain of Buffett's Canadian trademark applications, namely applications Serial Nos. 709,807; 709,832; 759,517; and 1,001,868 (the "Canadian Buffett Cases");

WHEREAS, Buffett now desires to purchase, and Chi-Chi's desires to sell, all worldwide rights, title and interest in and to the Marks; and

WHEREAS, Chi-Chi's and its Affiliates filed for protection under 11 U.S.C. Chapter 11 on October 8, 2003, Case No. 03-13063-CGC (the "Bankruptcy Case") in the United States Bankruptcy Court, District of Delaware (the "Bankruptcy Court");

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings in this Agreement:

1.1 "Affiliate" shall mean any entity that controls a Party, is controlled by a Party, is owned in whole or in part by a Party whether directly or indirectly, or is under common ownership with a Party;

1.2 "Bankruptcy Order" shall mean the order entered by the Bankruptcy Court in the Bankruptcy Case approving the terms of this Agreement, which Bankruptcy Order shall be in a form satisfactory to Buffett and provide, inter alia, the provisions set forth in Section 4.6.

1.3 "Closing" shall mean the closing of the assignment of the Marks pursuant to the terms of this Agreement.

1.4 "Closing Date" shall mean the date on which the Closing actually occurs, which date shall not be more than two business days after the entry of the Bankruptcy Order.

1.5 "Encumbrance" shall mean any encumbrance, lien, charge, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, any matter capable of registration against title, option, right of pre-emption, privilege or any contract to create any of the foregoing or to create the approximate equivalent;

1.6 "IP Claims" shall mean any threatened pending or decided opposition, injunction, claim, lawsuit, proceeding, hearing, investigation, complaint, arbitration, mediation, demand and any other dispute, disagreement or claim;

1.7 "Losses" shall mean all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties, and amounts paid in settlement) arising directly or indirectly;

1.8 "Marks" shall mean the trademarks and service marks identified in Exhibit A, and any of them;

1.9 "Similar Marks" shall mean all trademarks, service marks and trade names containing the Marks (or any of them);

1.10 "Use" shall mean use, advertisement or display as a trademark, service mark, trade name or other indication of source, including domain name(s).

2. Assignment.

2.1 Assignment. As of the Closing Date, Chi-Chi's hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers (and further agrees to sell, assign, transfer, convey and deliver) unto Buffett all worldwide right, title and interest in and to the Marks and any and all Similar Marks, including all registrations and applications for registration therefor (including without limitation the registrations and applications for registration therefor set out in Exhibit A) and any common law rights therein, together with the goodwill of the business in connection with which the Marks and any Similar Marks are used and which is symbolized thereby, along with the right to pursue all claims and recover all damages and profits for past infringements thereof and all other related causes of action in connection therewith.

2.2 Short-Form Assignment. On the Closing Date, Chi-Chi's agrees to deliver to Buffett the executed short-form Trademark Assignment, which is attached hereto as Exhibit C.

2.3 Files. Immediately after the Closing Date, Chi-Chi's shall deliver or cause to be delivered to Buffett (or any person(s) designated by Buffett) copies of all files in the power, possession or control of Chi-Chi's or its agents related to the prosecution history and first Use of the Marks in the U.S. and Canada, as well as all contracts relating to the Marks.

3. Termination of License Agreement. The Parties agree to terminate (and hereby terminate) the License Agreement effective upon the Closing Date. The Parties agree that, notwithstanding any provisions in the License Agreement to the contrary (express or implied), no terms, conditions, rights or obligations relating to either of the Parties contained in the License Agreement shall survive termination of the License Agreement. The Parties agree further that neither Party shall be liable to the other for any compensation, reimbursement or damages of any kind for the sole reason of termination of the License Agreement. The Parties

hereby expressly acknowledge that: (a) the Parties shall individually and jointly undertake good faith, commercially reasonable efforts to cause the Bankruptcy Court to approve this Agreement; but (ii) in the event that the Bankruptcy Court does not approve this Agreement, the License Agreement will continue in full force and effect and the rights of the parties thereunder shall remain as though this Agreement had never been executed.

4. Obligations of Chi-Chi's.

4.1 Obligation to Discontinue. Chi-Chi's agrees that, immediately upon the Closing Date, it shall commence to discontinue all Use of the Marks and all Similar Marks (if any), including but not limited to any Use of the Marks or any Similar Marks at or in connection with its restaurants and/or on any website(s). At Chi-Chi's option, it may have ninety days (90 days) to complete the discontinuance.

4.2 Acknowledgement of Rights. Chi-Chi's expressly acknowledges and agrees that upon the Closing Date:

(a) all of its right, title and interest in and to the Marks, any Similar Marks, and the goodwill associated therewith shall become the sole property of Buffett;

(b) it shall have no right, title, or interest in and to the Marks, any Similar Marks, and the goodwill associated therewith thereafter;

(c) it shall not, directly or indirectly: (i) assert any claim of ownership to the Marks, any Similar Marks, or any goodwill associated therewith; or (ii) be party to any proceedings which seek to challenge or oppose, in any manner, the adoption, Use or registration by Buffett or his Affiliates, licensees, successors or assigns of the Marks or any Similar Marks as trademarks, service marks, trade names, domain names or otherwise or any registration or application for registration therefor; and

(d) it shall not, directly or indirectly, do (or omit to do) anything that would prevent, preclude, impede or otherwise hinder or preclude Buffett or his Affiliates, licensees, successors or assigns from Using or registering the Marks or any Similar Marks as trademarks, service marks, trade names, domain names or otherwise.

4.3 Chi-Chi's Marks. Chi-Chi's agrees that, following the Closing Date, it shall not at any time in the future adopt, Use, advertise, display or seek to register the Marks, any Similar Marks, or any other trademark, service mark, domain name, trade name, or business name that is confusingly similar with the Marks.

4.4 Consent. Chi-Chi's irrevocably and unconditionally consents to the Use and registration by Buffett and his Affiliates, licensees, successors and assigns of the Marks and any Similar Marks in association with goods and services of any type in any International Class(es) in all jurisdictions worldwide as of the Closing Date. Chi-Chi's agrees further that it will, for no remuneration, but at no cost to Chi-Chi's, sign any consent reasonably necessary to allow Buffett and his Affiliates, licensees, successors and assigns to obtain registration of the Marks or any Similar Marks as a trademark, service mark, trade name, domain name or otherwise in association with goods and services of any type in any International Class(es) in all jurisdictions worldwide as of the Closing Date.

4.5 Chi-Chi's Affiliates. Chi-Chi's expressly acknowledges and agrees that, as of the Closing Date, it shall cause its Affiliates, successors, and assigns (as permitted under this Agreement) to comply with the obligations set out in Article 4 hereof.

4.6 Motion to Approve Agreement and Bankruptcy Order.

(a) Chi-Chi's shall cause a motion to be filed with the Bankruptcy Court to approve this Agreement, in a form reasonably acceptable to Buffett, on or before December 6, 2004.

(b) The Bankruptcy Order shall include, inter alia, the following provisions:

(i) The transactions contemplated by the Agreement are undertaken by Buffett in good faith, as that term is used in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided in the Bankruptcy Order to consummate the Agreement shall not affect the validity of the sale to Buffett (including the assignment of the Marks and any Similar Marks) once the Agreement has been consummated, unless such authorization is duly stayed pending such appeal.

(ii) As provided by Bankruptcy Rules 6004(g) and 6006(d), the Bankruptcy Order shall not be stayed for 10 days after entry and shall be effective immediately upon entry.

(iii) The sale shall be free and clear of all Encumbrances, subject only to the license agreements attached to the Agreement as Exhibit E, with any such Encumbrances attaching to the proceeds of the sale pursuant to this Agreement. All holders of security interests or other Encumbrances, if any, on the Marks shall be directed to execute such documents as may reasonably be required to release the said Encumbrances of record.

(c) Chi-chi's shall obtain the Bankruptcy Order on or before December 31, 2004. If Chi-Chi's fails to obtain the Bankruptcy Order by this date, then Buffett shall have the right to terminate this Agreement at his discretion.

5. Withdrawal of Oppositions.

5.1 Withdrawal of Opposition of Canadian Buffett Cases. Chi-Chi's agrees that, on the Closing Date, it shall, itself or through its agents, deliver to Buffett the executed Revocation and Appointment of Agent attached hereto as Exhibit D-1, appointing the law firm of Gowling Lafleur & Henderson, LLP ("Gowlings") as its agent in Canada in connection with the Canadian Buffett Cases. In addition, on the Closing Date, Chi-Chi's will deliver to Buffett its instructions to Gowlings to take all actions necessary to provide written notice to the Canadian Intellectual Property Office ("CIPO") to withdraw the Canadian Buffett Cases, substantially in the form set out in Exhibit D-2 hereto. Forthwith upon receipt of these documents, and in no event later than five (5) days therefrom, Buffett shall deliver such documents to Gowlings.

5.2 Withdrawal of Oppositions to the Canadian Chi-Chi's Cases. Buffett agrees that forthwith upon the Closing Date, and in no event later than five (5) days from the Closing Date, he shall, himself or through his agents, by written notice to Gowlings in the form set out in Exhibit D-3 hereto, instruct Gowlings to take all actions necessary to withdraw the Canadian Chi-Chi's Cases.

6. Consideration and Payment. In complete consideration of Chi-Chi's' compliance with its obligations in this Agreement, including but not limited to those in Sections 2.2, 4, and 5.1 and the representations and warranties in Section 7.2, Buffett agrees to pay to Chi-Chi's the amount of One Hundred Thousand U.S. Dollars (US$100,000) (the "Purchase Price"), which amount shall be due on the Closing Date, following the complete execution of this Agreement by the Parties, including the Trademark Assignment attached hereto as Exhibit C and the Revocation and Appointment of Agent and Instructions for Withdrawal attached hereto as Exhibit D.

7. Representations, Warranties and Covenants. The Parties hereby each make the following representations, warranties and covenants, which shall be true both as of the date of this Agreement and the Closing Date.

7.1 Representations, Warranties and Covenants of Buffett. Buffett represents, warrants and covenants to Chi-Chi's as follows (and acknowledges that Chi-Chi's is relying on such representations, warranties, and covenants):

(a) this Agreement is a legal, valid, and binding obligation of Buffett and is enforceable against Buffett according to its terms; and

(b) the execution and delivery of this Agreement by Buffett and the consummation of the transaction herein provided will not result in the breach or violation of any of the provisions of, or constitute default under or conflict with any obligation of Buffett under: (i) any contract to which Buffett is a party or by which he is bound; (ii) any judgment, decree, order, or award of any court, governmental body or arbitrator having jurisdiction over Buffett; or (iii) any applicable law, statute, ordinance, regulation or rule.

7.2 Representations, Warranties and Covenants of Chi-Chi's. Chi-Chi's represents, warrants and covenants to Buffett as follows (and acknowledges that Buffett is relying on such representations, warranties, and covenants regarding his purchase of the Marks and any Similar Marks):

(a) Chi-Chi's is a corporation duly incorporated and organized and validly subsisting under the laws of Delaware;

(b) This Agreement has been duly authorized, executed and delivered by Chi-Chi's, and, subject to Bankruptcy Court approval, is a legal, valid and binding obligation of Chi-Chi's, and is enforceable against Chi-Chi's by Buffett according to its terms;

(c) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry, no person or entity other than Buffett has any written or oral agreements or option, or any right of privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for purchasing or acquiring the Marks from Chi-Chi's;

(d) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry, the execution and delivery of this Agreement by Chi-Chi's and the consummation of the transactions herein provided will not result in the breach or violation of the provisions of, constitute default under, or conflict with any obligation of Chi-Chi's under: (i) any contract to which Chi-Chi's is a party or by which it is bound; (ii) any provision of the constituting documents or by-laws or resolutions of the Board of Directors (or any committee thereof) or shareholders of Chi-Chi's; (iii) any judgment, decree, order, or award of any court, governmental body, or arbitrator having jurisdiction over Chi-Chi's; (iv) any license, permit, approval, consent,

or authorization held by Chi-Chi's; or (v) any applicable law, statute, ordinance, regulation, or rule;

(e) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry the Marks are owned by Chi-Chi's with good and marketable title thereto, and, as of the Closing Date, shall be free and clear of any Encumbrances. Chi-Chi's represents, warrants and covenants that it has taken (and will take) any and all actions necessary to cause all Encumbrances (including, without limitation, all security interests) recorded against any of the Marks, including, without limitation, those held by Citicorp North America, Inc. and Foothill Capital Corporation, to be released or discharged on or before the Closing;

(f) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry, Exhibit A contains a complete and accurate list of: (i) all trademarks, service marks and trade names comprised of or containing the element "MARGARITAVILLE" (or any mark or name confusingly similar therewith) owned by Chi-Chi's; and (ii) all registrations and pending applications for registration of the Marks and any Similar Marks in all jurisdictions including without limitation all U.S. Federal, state and non-U.S. registrations and applications for registration;

(g) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry, neither Chi-Chi's nor any of its Affiliates owns any Marks or any Similar Marks that are not set out in Exhibit A;

(h) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry, neither Chi-Chi's nor any of its Affiliates owns or utilizes any domain names that incorporate the Marks or any Similar Marks;

(i) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry, except for Canadian trademark applications Serial Nos. 671,780, and 655,705 (which have been opposed by Buffett), all registrations and applications for registration of the Marks are in good standing, and have been renewed or maintained as required, including the timely and correct filing of all documentation and payment of all required fees;

(j) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry, Exhibit E contains complete and accurate copies of all contracts, licenses, agreements, and other instruments pursuant to which Chi-Chi's or its Affiliates entitles any third party to exploit the Marks or any Similar Marks. Except for the License Agreement and the Settlement and Release with the Margaritaville restaurant of Sandusky, Ohio, neither Chi-Chi's nor any of its Affiliates have granted any person or entity: (i) any right, title or interest in or the Marks or any Similar Marks; or (ii) and license to Use the Marks or any Similar Marks;

(k) To the best of Chi-Chi's current management's actual knowledge, without due inquiry: (i) each contract, license agreement, or instrument set out in Exhibit E is legal, valid, binding, enforceable, and in full force and effect; and (ii) Chi-Chi's is not, and no other party thereto is, in breach of, and no circumstances or grounds exist that would give rise to any claim or breach or right of rescission, termination, revision, or amendment of any such contract, license agreement or instrument, including, without limitation, the execution of this Agreement;

(l) Except for the Canadian Chi-Chi's Cases, to the best of Chi-Chi's current management's actual knowledge, without due inquiry, there are no current or pending IP Claims instituted by any third party in any jurisdiction against Chi-Chi's or its Affiliates regarding the

Use or registration of the Marks or any Similar Marks, nor has Chi-Chi's or any of its Affiliates received any notice of any such IP Claims within the past 12 months.;

(m) Chi-Chi's has no actual knowledge of circumstances or grounds upon which any IP Claims regarding the Use or registration of the Marks or any Similar Marks could be asserted against Chi-Chi's or its Affiliates in the U.S. and/or Canada.

(n) With respect to the matter of the Margaritaville restaurant in Sandusky, Ohio, Chi-Chi's represents and warrants that, to the best of Chi-Chi's current management's actual knowledge, the matter was resolved by a Settlement and Release Agreement entered into on November 18, 1985, a complete and correct copy of which is attached hereto as Exhibit E, and that, to the best of its knowledge, there are no further agreements or understandings relating to the resolution of such claims;

(o) Except for the Canadian Buffett Cases, there are no IP Claims by Chi-Chi's or any of its Affiliates against any third party involving the Use or registration by any third party of the Marks or any Similar Marks nor have Chi-Chi's or any of its Affiliates sent any notice to any third party threatening any such IP Claims;.

(p) Between the date of this Agreement and the Closing Date, Chi-Chi's shall maintain all of its right, title, and interest in and to the registrations for the Marks and any Similar Marks; and

(q) To the best of Chi-Chi's' current management's actual knowledge, without due inquiry, neither Chi-Chi's nor its Affiliates has Used the Marks, applied to register the Marks, or acquired any rights in or to the Marks in any jurisdictions outside of the United States and Canada.

8. Release. Based on the other Party's full and faithful compliance with its obligations, representations, and warranties under this Agreement, as of the Closing Date, each Party, on behalf of itself, its officers, directors, members, managers, principals, predecessors, subsidiaries, parents, Affiliates and any other related companies, and permitted successors and assigns and any and all others whose rights may derive from it, hereby releases and discharges the other Party, its predecessors, related companies, divisions, licensees, distributors, representatives, attorneys, insurers, reinsurers, assigns, and agents of and from any and all claims, demands, actions, causes of action, and damages, Losses, costs or expenses of any kind, known or unknown, arising out of or relating to the Use or registration of the Marks or any Similar Marks as a trademark, service mark, trade name, domain name or otherwise.

9. Breach. In the event of a breach of any material term, condition or covenant of this Agreement by either Party, or in the event that any representation or warranty given herein is found to be incorrect or untrue, the non-breaching Party will provide written notice to the breaching Party of such breach, along with information and details that are sufficient to enable the breaching Party to cure the breach. If the breaching Party does not cure the breach within thirty (30) days after receipt of such written notice to the satisfaction of the non-breaching Party, the non-breaching Party shall be entitled to seek damages for the breach by instituting a civil action. The Parties expressly agree that the only relief available in any such action is a requirement to cure the breach and recovery of monetary damages that can be proven, if any. No Party to an action arising out of a breach of this Agreement shall seek or be entitled to obtain rescission or termination of this Agreement, and the bringing of an action for a breach shall not

vitiate or otherwise result in a termination of this Agreement or any of the rights or obligations contained herein.

10. Further Action. The Parties agree to execute any further consents or other documents that are consistent with this Agreement and commercially reasonably necessary to perfect or effectuate any provision of this Agreement including, without limitation, to assist in the registration or maintenance of the Marks or any Similar Marks as a trademark, service mark, trade name, domain name or otherwise in the Trademark Office or registrar of any country, or to perfect or protect Buffett's rights (including, without limitation, cooperating, at Buffett's expense, in any opposition or litigation proceedings involving the Marks or any Similar Marks as a trademark, service mark, trade name, domain name or otherwise). Except as set out herein, there shall be no compensation paid or other consideration given for executing such documents or for undertaking any other act to effectuate any of this Agreement's provisions.

11. Liability. Each Party expressly acknowledges and agrees that nothing contained herein shall be deemed or construed to be an admission or acknowledgement of liability by any Party to the other Party.

12. Entire Agreement/Amendment. This Agreement, and the Exhibits attached hereto, contain the entire agreement between the Parties regarding the subject matter. There are no written or oral representations governing this Agreement that have not been included herein. This Agreement cannot be modified or otherwise changed except in a writing signed by an authorized representative of each of the Parties hereto.

13. Assignment. This Agreement and the rights and obligations hereunder may be assigned in whole or in part by Buffett (including by way of change of control, merger or acquisition) without the consent of Chi-Chi's. Chi-Chi's may not assign this Agreement or its rights or obligations hereunder (including by way of change of control, merger or acquisition) to any third party without the prior written permission of Buffett, except as part of the sale of all or substantially all of the assets or business of Chi-Chi's. Except as expressly set out herein, any purported assignment of this Agreement by Chi-Chi's without the prior written permission of Buffett shall be null and void.

14. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective and permitted heirs, successors, and assigns.

15. Costs and Fees. The Parties agree that each Party shall bear its own attorneys' fees and costs relating to any dispute concerning the subject of this Agreement.

16. Acknowledgement. Both Parties acknowledge that they have reviewed this Agreement with counsel of their choice and/or have been given the opportunity to do so, and that they have read and understand the contents hereof and are authorized to execute this Agreement.

17. Enforceability. All rights and obligations contained in this Agreement shall be continuous. If any provision of this Agreement or portions thereof are held by a court of competent jurisdiction to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be adversely affected and shall be enforceable as if said invalid or unenforceable portion was never included herein unless the applicable law permits such portion to be judicially modified. Nothing herein shall release the Parties from any obligations imposed by this Agreement and the Parties shall not challenge the validity or enforceability of any their respective obligations. Each of the individuals signing below warrants and represents that he or

it is authorized to sign this Agreement on behalf of the respective Party and agrees to indemnify and hold harmless the other Party in connection with any breach of this warranty and representation.

18. Governing Law. Other than proceedings to enforce the Bankruptcy Order or Sections 2.2, 2.3, 4.6(b)(iii), 5, and 6, which shall be heard by the Bankruptcy Court, this Agreement shall be governed by, and its terms and conditions construed in accordance with, applicable common law and statutes of the State of California without giving effect to the conflict of law rules of that State. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be brought only in the Superior Courts of Los Angeles County or in the U.S. District Court for the Central District of California, Los Angeles Division, and the Parties consent to the exclusive jurisdiction of, and service of process by, such Courts for the purpose of resolving any disputes, and further waive any defense based on lack of venue in such Courts.

19. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which together will constitute one and the same instrument, without affecting the validity hereof.

WHEREFORE, Buffett has executed this Agreement and Chi-Chi's has caused this Agreement to be executed by its respective and duly authorized officer to become effective upon execution by both Parties.

– Signatures Appear on the Next Page –

CHI-CHI'S, INC.

Anthony Baril
President

State of California
County of Orange

On this 4 day of November, 2004, before me personally came Anthony Baril, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

By: _____
Notary Public

KAREN RODRIGUEZ
Commission # 1291077
Notary Public - California
Orange County
My Comm. Expires Jan 15, 2005

[Affix notary stamp and seal]

My Commission Expires: 1-15-2005

Jimmy Buffett

State of Florida
County of Palm Beach

On this 15 day of november, 2004, before me personally came Jimmy Buffett, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

By: _____
Notary Public

RUBY C. PALADINO
MY COMMISSION EXPIRES
August 18, 2007
#DD 205580
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

[Affix notary stamp and seal]

My Commission Expires: Aug. 18, 2007

EXHIBIT A

TRADEMARKS

MARK	COUNTRY	REGISTRATION OR APPLICATION NUMBER
MARGARITAVILLE	Canada	0671780
MARGARITAVILLE CANTINA & Design	Canada	0655705
SENORITAVILLE	Canada	TMA412426
MARGARITAVILLE	United States of America	1926809
MARGARITAVILLE (Stylized)	United States of America	1530199
MARGARITAVILLE CANTINA & Design	United States of America	1640858

EXHIBIT B

[1988 License Agreement]

LICENSE AGREEMENT

AGREEMENT, dated this 15th day of April, 1988, between Chi-Chi's, Inc. (hereinafter referred to as "Licensor"), a Kentucky corporation with offices at 10200 Linn Station Road, Louisville, Kentucky 40223, and Jimmy Buffett (hereinafter referred to as "Licensee"), c/o Front Line Management, Inc., 9044 Melrose Avenue, Los Angeles, California 90069. The parties agree as follows:

1. Licensor hereby grants to Licensee an exclusive license to use the mark MARGARITAVILLE ("the Mark") as all or part of the name of restaurants in the United States. Licensee shall also have the right to grant sublicenses for such use of the Mark, subject to the terms and conditions of this Agreement. This license is royalty-free.

2. Licensee acknowledges that Licensor is the sole owner of the Mark for restaurant services in the United States. Licensor acknowledges that except for restaurant services Licensee is the sole owner of all trademark, service mark and trade name rights in the Mark in the United States.

3. Licensor agrees to use the Mark and terms including the Mark solely as the name of particular rooms or areas within restaurants operated by it or its affiliates, such as a "Margaritaville Lounge," and/or as promotional slogans and advertising for restaurants operated by it or its affiliates. Licensor also shall have the right to authorize its franchisees to make such use of the Mark at their franchised restaurants. Licensor agrees not to use, or authorize others to use, the Mark in any other manner, including, without limitation, as all or part of the name of any restaurant in the United States.

4. Licensee agrees not to use the Mark or terms including the Mark as a promotional slogan in connection with the sale of margarita cocktails in restaurants.

5. Licensee agrees to render good quality restaurant services at its restaurants whose names consist of or include the Mark. Restaurant services shall be deemed to be of good quality if the restaurant serves wholesome food in clean and pleasant surroundings and gives courteous service. In any event, Licensee shall not be required to maintain a quality standard that is higher than the average quality of Chi-Chi's restaurants owned by, affiliated with or operated under franchises from, Licensor. Licensee further agrees to use reasonable efforts to comply with all laws and regulations regarding the operation of such restaurants.

6. Licensor may inspect any such restaurant twice a year, or more often with the consent of Licensee, which consent shall not be unreasonably withheld, to assure itself that the restaurants are maintaining quality standards. Such inspection visits shall be by appointment only at a time during regular business hours convenient for both parties.

7. The term of this Agreement shall be perpetual.

8. (a). In the event of a material breach of this Agreement by Licensee with respect to the quality of restaurant services, Licensor shall have the right, as further described in this paragraph, partially to terminate this Agreement upon ninety (90) days notice in writing, and such partial termination shall become effective unless, within that 90 day period, Licensee shall commence in good faith to remedy the breach and completely remedy the breach within a reasonable time thereafter. Partial termination of this Agreement by Licensor shall mean termination with respect to the particular restaurant involved in the uncorrected breach. This Agreement shall continue in effect for restaurants not involved in the uncorrected breach.

(b). After such a partial termination, Licensee shall nevertheless have the right to attempt to correct the breach concerned and thereby regain the terminated rights. In order to do so, Licensee shall demonstrate to Licensor's reasonable satisfaction that the

problem has been corrected. Licensor shall then rescind the partial termination and restore the terminated rights.

9. Each party shall have the right to assign its rights under this Agreement, subject to all the terms and conditions of this Agreement. Any assignment by Licensor of its rights in the Mark, or of any registration for the Mark, shall likewise be subject to all the terms and conditions of this Agreement.

10. This Agreement does not constitute either party the agent of the other, create a partnership or joint venture between the parties or any other relationship other than that of licensor or licensee, nor shall this Agreement give either party the power to obligate or bind the other in any manner whatsoever.

11. This Agreement does not obligate Licensor or Licensee to a duty of enforcement against third parties using the Mark. Both Licensor and Licensee shall have the right to take action against such third parties.

12. This Agreement contains a complete statement of all the arrangements among the parties with respect to its subject matter, cannot be changed or terminated orally, and will be binding upon the parties' respective successors and assigns, if any. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver or deprive that party of the right, thereafter to insist upon strict

adherence to that term or any other term of this Agreement in the particular subsequent instance. Any waiver must be in writing.

CHI-CHI'S, INC.

By: _____
Richard A. Sanks
Senior Vice President and
General Counsel

_____
JIMMY BUFFETT

EXHIBIT C

TRADEMARK ASSIGNMENT

WHEREAS, Chi-Chi's, Inc., a Delaware corporation, having a principal business address care of Prandium, Inc., 2701 Alton Parkway, Irvine, California 92606 ("Assignor") is the owner of the trademarks and service marks set forth on the attached Schedule C-1, which is incorporated herein by reference (hereinafter, the "Marks"); and

WHEREAS, Jimmy Buffett, a Florida resident, having a principal business address of 424-A Fleming Street, Key West, Florida 33040 ("Assignee") is desirous of acquiring all of Assignor's worldwide right, title and interest in and to the Marks, and any and all similar trademarks, service marks, and other designations, including the registrations and applications for registration therefor, together with the goodwill of the business in connection with which the Marks, and any and all similar trademarks, service marks, and other designations, are used and which is symbolized thereby, along with the right to pursue claims and recover damages and profits for past infringements thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby, effective as of the date set out below, sell, assign, transfer, convey and deliver (and agrees further to sell, assign, transfer, convey and deliver) unto Assignee all worldwide right, title and interest in and to the Marks, and any and all similar trademarks, service marks, and other designations, including all registrations and applications for registration therefor and any common law rights therein in the United States, Canada, and throughout the world, together with the goodwill of the business in connection with which the Marks, and any and all similar trademarks, service marks, and other designations, are used and which is symbolized thereby, along with the right to pursue all claims and recover all damages and profits for past infringements thereof and all other related causes of action in connection therewith.

CHI-CHI'S, INC.

_____ Date: _____

By: Anthony Baril
Its: President

State of _____

County of _____

On this ____ day of _____, 2004, before me personally came Anthony Baril, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

By: _____

Notary Public

[Affix notary stamp and seal]

My Commission Expires _____

SCHEDULE C-1

MARK	COUNTRY	REGISTRATION OR APPLICATION NUMBER
MARGARITAVILLE	Canada	0671780
MARGARITAVILLE CANTINA & Design	Canada	0655705
SENORITAVILLE	Canada	TMA412426
MARGARITAVILLE	United States of America	1926809
MARGARITAVILLE (Stylized)	United States of America	1530199
MARGARITAVILLE CANTINA & Design	United States of America	1640858

EXHIBIT D

NOTICE OF WITHDRAWAL

40. D-1 Revocation and Appointment of Agent

D-2 Instructions for Withdrawal of Canadian Buffett Cases

D-3 Instructions for Withdrawal of Canadian Chi-Chi's Cases

Exhibit D-1

REVOCATION OF APPOINTMENT OF AGENT AND REPRESENTATIVE FOR SERVICE

The undersigned, **Chi-Chi's, Inc.**, hereby revokes all earlier appointments of agent and representative for service in connection with its opposition to registration of the trade-marks described in Schedule A attached hereto (the "Oppositions"), and hereby appoints as agent and representative for service for the undersigned, with full power of revocation and substitution, in connection with the aforesaid Oppositions **Gowling Lafleur Henderson LLP** whose full post office address in Canada is **160 Elgin Street, Suite 2600, Ottawa, Ontario, Canada K1P 1C3.**

Gowling Lafleur Henderson LLP is also appointed as the firm to which any notice regarding the Oppositions may be sent and upon whom service of any proceedings in respect of the Oppositions may be given or served with the same effect as if they had been given to or served upon the Opponent.

EXECUTED at _____, on November ____, 2004.

CHI-CHI'S, INC.

_____
Anthony Baril
President

State of _____

County of _____

On this ____ day of _____, 2004, before me personally came Anthony Baril, to me known to be the person described in the foregoing instrument, who signed the foregoing instrument in my presence and declared the same to be of his free act and deed, on the day and year last above written.

By: _____

Notary Public

[Affix notary stamp and seal]

My Commission Expires: _____

Exhibit D-2

Instructions for Withdrawal of Canadian Buffett Cases

(On Chi-Chi's Letterhead)

Stuart Ash, Esq.
Gowling, Lafleur Henderson LLP
Suite 2600
160 Elgin Street
Ottawa, Ontario
K1P 1C3

Dear Sirs:

Re: Oppositions to Canadian Trademark Applications
Serial No. 1,001,868 MARGARITAVILLE
Serial No. 709,807 MARGARITAVILLE
Serial No. 709,832 MARGARITAVILLE RECORDS & Design
Serial No. 759,517 MARGARITAVILLE RECORDS & Design (No. 2)

Please consider this correspondence to be your instructions to withdraw immediately our oppositions filed regarding the registration of the above applications standing in the name of Mr. Jimmy Buffett.

Thank you for your assistance in this matter.

Best regards.

Yours very truly,

[Chi-Chi's Inc.]

cc : Bobby Rosenbloum

Exhibit D-3

Instructions for Withdrawal of Canadian Chi-Chi's Cases

(On Greenberg Traurig Letterhead)

Stuart Ash, Esq.
Gowling, Lafleur Henderson LLP
Suite 2600
160 Elgin Street
Ottawa, Ontario
K1P 1C3

Dear Sirs:

Re: Oppositions to Canadian Trademark Applications
Serial No. 0,671,780 MARGARITAVILLE
Serial No. 0,655,705 MARGARITAVILLE CANTINA & Design

Please consider this correspondence to be your instructions to withdraw immediately our oppositions filed on behalf of our client Jimmy Buffett regarding the registration of the above applications standing in the name of Chi-Chi's.

Thank you for your assistance in this matter.

Best regards.

Yours very truly,
GREENBERG TRAURIG, LLP

Bobby Rosenbloum

cc : Tony Baril

EXHIBIT E

CHI-CHI'S AGREEMENTS

H.

E-1 Sandusky Settlement and Release