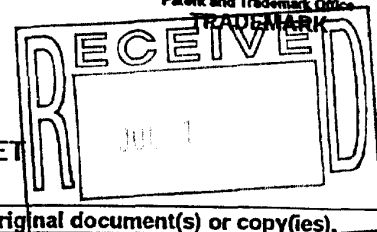


07-08-1998



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MRD 7-1-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/07/1998 SSMITH 00000044 1624203

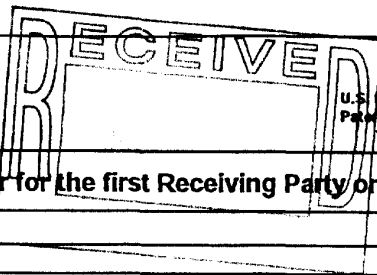
01 FC 481 40.00 OP
02 FC 482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1748 FRAME: 0315



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1624203"/>	<input type="text" value="1141647"/>	<input type="text" value="1291549"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1948623"/>	<input type="text" value="1847794"/>	<input type="text" value="1827889"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1827888"/>	<input type="text" value="1827887"/>	<input type="text" value="2052911"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Janet E. Witt

Name of Person Signing

Signature

6/26/98

Date Signed

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of the 10th day of June, 1998, between ADVANTICA RESTAURANT GROUP, INC., a Delaware corporation ("Advantica") and BUCKLEY ACQUISITION CORPORATION, a Delaware corporation ("BAC").

Statement of Facts

BAC, Advantica and Spartan Holdings, Inc. ("Spartan") have entered into a Purchase Agreement, dated as of May 13, 1998 (the "Purchase Agreement"), wherein BAC has agreed to purchase from Advantica and Spartan all of the outstanding capital stock of Quincy's Restaurants, Inc. ("Quincy's").

Section 5.8 of the Purchase Agreement contemplates that at the Closing (as such term is defined in the Purchase Agreement), Advantica shall assign, convey and deliver to BAC all right, title and interest in and to (i) all trademark registrations that have been registered in the United States Patent and Trademark Office and that are identified in Schedule A (the "Trademarks"), which is attached hereto and incorporated herein by reference, together with all good will arising from the use of and symbolized by such trademarks, and (ii) all copyright registrations filed in the United States Copyright Office and that are identified in Schedule B (the "Copyrights," and together with the Trademarks, the "Advantica Intellectual Property"), which is attached hereto and incorporated herein by reference. Advantica is the sole and exclusive owner of all right, title and interest in and to the Advantica Intellectual Property.

BAC is desirous of acquiring all right, title and interest in and to the Trademarks identified in Schedule A, together with all good will arising from the use of and symbolized by such Trademarks, and the Copyrights identified in Schedule B.

Statement of Terms

In consideration for the sum of One Million Dollars (\$1,000,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Advantica agrees as follows:

1. Advantica hereby sells, assigns, transfers and conveys to BAC all right, title and interest in and to the Trademarks identified in Schedule A, together with (i) all good will arising from the use of and symbolized by such Trademarks and (ii) all rights of Advantica arising under state law (including state registrations) and common law in and to the trademarks and tradenames which consist in whole or in part of the term QUINCY'S.

2. Advantica hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue and to record the title of BAC as owner of all


right, title and interest in and to the Trademarks identified in Schedule A, together with all good will arising from the use of and symbolized by such trademarks.

3. Advantica hereby sells, assigns, transfers and conveys to BAC all right, title and interest in and to the Copyrights identified in Schedule B.

4. Advantica hereby authorizes and requests the Register of Copyrights of the United States to issue and to record the title of BAC as owner of all right, title and interest in and to the Copyrights identified in Schedule B.

IN WITNESS WHEREOF, Advantica has duly executed and delivered this Intellectual Property Assignment on this 10th day of June, 1998.

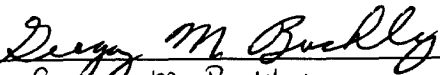
ADVANTICA RESTAURANT GROUP,
INC.

By: 
Name: Kenneth E. Jones
Title: Vice President and Treasurer

ACKNOWLEDGMENT


BAC hereby acknowledges receipt of assignment -- for good and valuable consideration -- of (i) the Trademarks identified in Schedule A, together with all good will arising from the use of and symbolized by such Trademarks, and (ii) the Copyrights identified in Schedule B.

BUCKLEY ACQUISITION
CORPORATION

By: 
Name: Gregory M. Buckley
Title: President

STATE OF GEORGIA) ss.:
COUNTY OF FULTON)

On the 10th day of June, 1998, before me personally came Kenneth E. Jones to me known, who, being by me duly sworn, did depose and say that he or she is V.P. Treasurer of Advantica Restaurant Group, Inc., one of the corporations described in and which executed the foregoing instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.



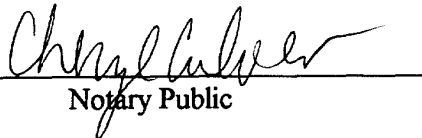
Notary Public

[SEAL]

Notary Public, State of Georgia at Large
My Commission Expires Nov. 5, 1999

STATE OF GEORGIA) ss.:
COUNTY OF FULTON)

On the 10th day of June, 1998, before me personally came Gregory N. Buckley, to me known, who, being by me duly sworn, did depose and say that he or she is President of Buckley Acquisition Corporation, one of the corporations described in and which executed the foregoing instrument; and that he or she signed his or her name thereto by authority of the Board of Directors of said corporation.



Notary Public

[SEAL]

Notary Public, State of Georgia at Large
My Commission Expires Nov. 5, 1999

SCHEDULE A

TRADEMARK	REG. NO.
QUINCY'S FAMILY STEAKHOUSE	1,624,203
Q	1,141,647
QUINCY'S	1,291,549
WHY GO ANYWHERE ELSE?	1,948,623
QUINCY'S SIZZLIN' STRIP	1,847,794
BRING IT ON HOME	1,827,889
BRING IT ON HOME	1,827,888
BRING IT ON HOME WITH QUINCY'S TAKE OUT	1,827,887
WE'VE GOT A STEAK WITH YOUR NAME ON IT	2,052,911

SCHEDULE B

<u>COPYRIGHTS</u>	<u>REG. NO.</u>
BIG FAT YEAST ROLL	VA 469,581

AD981520.184

RECORDED: 07/01/1998

TRADEMARK
REEL: 1748 FRAME: 0321