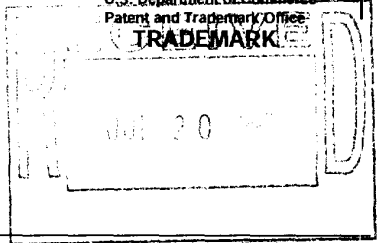


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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



MRO 7-20-98

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 Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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

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

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

615-742-6200

Name

J. Page Davidson

Address (line 1)

Bass, Berry & Sims PLC

Address (line 2)

2700 First American Center

Address (line 3)

Nashville, Tennessee 37238

Address (line 4)

Pages

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

#

8

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1338554	1789555	<input type="text"/>
1799812	1788688	<input type="text"/>
1798352	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

140.00

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.

Kevin P. O'Hara

Name of Person Signing

Signature

Date Signed

CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT (this "Agreement") is made and entered into as of December 29, 1997, by and between O'CHARLEY'S INC., a Tennessee corporation ("Chux"), and O'CHARLEY'S MANAGEMENT COMPANY, INC., a Tennessee corporation ("Management").

RECITALS:

WHEREAS, Chux desires to convey certain of its assets to Management in connection with a corporate restructuring; and

WHEREAS, Management desires to acquire such assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

Definitions

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

1.1 "Assets" means all of Chux's right, title, and interest, legal or equitable, in and to the assets, properties, rights, contract rights, franchise agreements, interests, claims, demands, causes of action, business, employees, goodwill, trademarks, trade names, service marks, logos, and other intellectual property rights, any pending registration applications therefore, and all copyrights, trade secrets, inventions, improvements, and copyrighted works, including all rights to obtain, register, perfect, and enforce these property rights, used or acquired by Chux in connection with its management and administrative services and other related services provided to its restaurants, currently maintained in Chux, as indicated in the books and records of Chux, all as more particularly set forth on (i) the asset and liability allocation schedule attached as Exhibit A, and (ii) the list of existing trademarks and service marks attached as Exhibit B.

1.2 "Liabilities" means, with respect to the Assets being transferred pursuant to this Agreement, all of Chux's liabilities, duties, and obligations of every kind, character, and description, whether known or unknown and whether accrued or contingent, all as set forth on Exhibit A.

ARTICLE II

Conveyances

2.1 Conveyance. Chux hereby grants, bargains, sells, conveys, assigns, transfers, and delivers all of the Assets to Management and Management hereby accepts such Assets. The Assets are conveyed by Chux to Management and its successors and assigns to and for their own use, together with all rights and appurtenances related thereto. In consideration, Management hereby agrees to issue to Chux on the date hereof one thousand shares of common stock, par value \$0.01 per share, of Management (the "Common Stock") and Chux hereby accepts such Common Stock.

2.2 Third Party Consent. If the conveyance and assignment attempted to be made hereunder of any Asset would be ineffective as between Chux and Management without the consent of any third person, or would serve as a cause for terminating or invalidating any Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, Chux shall, to the fullest extent permitted, hold such Asset for the exclusive use and benefit of Management until such consent has been obtained. Upon the obtaining of such consent, no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in Management by virtue of this Agreement.

ARTICLE III

Acknowledgment of Contribution

Chux and Management hereby acknowledge that the Assets are being transferred to Management pursuant to Section 351 of the Internal Revenue Code of 1986, as amended, as a contribution to capital.

ARTICLE IV

Assumption of Liabilities

As consideration for the sales, conveyances, assignments, transfers, issuances, and deliveries made under Article II and for any sales, conveyances, assignments, transfers, and deliveries to be made by Chux to Management pursuant to Article VII, Management hereby assumes and agrees to perform and fully discharge all of the Liabilities. Management hereby agrees to indemnify, defend, and hold harmless Chux, and its successors and assigns, from and against any and all costs, liabilities, and expenses, including court costs and attorneys' fees, arising from or connected with the Liabilities hereby assumed.

ARTICLE V

Warranties

ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS AND RIGHTS TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED, AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED, AND DELIVERED "AS IS," AND CHUX EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of Chux in and to all covenants, warranties, and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

ARTICLE VI

Sales Taxes and Recording Fees

The parties agree that Management shall pay all sales, use, and similar taxes arising out of the sales, conveyances, assignments, offers, and deliveries to be made hereunder, and shall pay all documentary, filing, and recording fees, if any, required in connection therewith.

ARTICLE VII

Further Assurances

From time to time after the date hereof, and without any further consideration, Chux will execute and deliver such instruments of conveyance, assignment, transfer, and delivery, and take such other action as Management may reasonably request in order more effectively to vest in Management beneficial and record title to the Assets to be conveyed and assigned hereunder or intended so to be and to put Management in actual possession and operating control of such Assets. After the date hereof, Chux agrees to use its best efforts to obtain, without additional cost to Management, any and all consents and approvals that may be necessary to vest or confirm title to all the Assets in Management.

ARTICLE VIII

Power of Attorney

Chux does hereby constitute and appoint Management, and its successors or assigns, the true and lawful agent and attorney-in-fact of Chux with full power of substitution for it and in its name, place, and stead or otherwise on behalf of Chux, its successors and assigns,

and for the benefit of Management and its successors and assigns, to demand and receive from time to time any and all Assets hereby conveyed and assigned or intended so to be and to execute in the name of Chux, its successors and assigns, any and all assignments and other instruments of further assurance and to give receipts and releases in respect of the same, and from time to time to institute and prosecute in the name of Management or Chux for the benefit of Management as may be appropriate, any and all proceedings at law, in equity, or otherwise, which Management, and its successors or assigns, may deem proper in order to collect, assert, or enforce any claims, rights, or title of any kind in and to the Assets hereby conveyed and assigned or intended so to be, and to defend and compromise any and all actions, suits, or proceedings in respect of any of said Assets and to do any and all such acts and things in furtherance of this Agreement as Management, its successors or assigns, shall deem advisable. Chux hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Chux or its successors or assigns or by operation of law.

ARTICLE IX

Miscellaneous

9.1 Effective Time. This Agreement shall be effective as of 12:01 a.m., Central Time (the "Effective Time"), on December 29, 1997. Notwithstanding any such delay in the actual transfer of Assets for accounting purposes, the transfer of Assets shall be deemed to have occurred as of the Effective Time and all business conducted by Chux after the Effective Time shall inure to the benefit of Management.

9.2 Notices. Any notice, request, consent, or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) telexed or telecopied, with receipt confirmed, addressed as follows:

If to Chux:

O'Charley's Inc.
3038 Sidco Drive
Nashville, TN 37204
Attention: A. Chad Fitzhugh

If to Management:

O'Charley's Management Company, Inc.
3038 Sidco Drive
Nashville, TN 37204
Attention: President

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given (i) as of the date received when personally delivered, (ii) three days after being deposited with the United States mail properly addressed, (iii) the next day after being delivered during business hours to said overnight delivery service, properly addressed, and prior to such delivery service's cutoff time for next day delivery, or (iv) when receipt of the telex or telecopy is confirmed, as the case may be.

9.3 Assignment. Either party hereto shall have the right to assign this Agreement only to (i) any successor assignee of such party that may result from any merger, consolidation, or reorganization or (ii) another corporation that acquires all or substantially all of such party's assets, business, and liabilities.

9.4 Headings. All article or section headings contained in this Agreement are for reference purposes only and shall not be deemed to control or affect in any way the meaning or construction of any of the provisions hereof.

9.5 Entire Agreement; Modification. This Agreement contains the complete expression of the agreement between the parties with respect to the matters addressed herein and there are no promises, representations, or inducements except as herein provided. The terms and provisions of this Agreement may not be modified, supplemented, or amended except in writing signed by both parties hereto. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.

9.6 No Waiver. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

9.7 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without regard to the choice of law principles thereof.

9.8 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

9.9 Severability. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

9.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Conveyance Agreement has been duly executed by the parties hereto as of the date first written above.

O'CHARLEY'S INC.

By: Greg A. Brown

Title: President & CEO

O'CHARLEY'S MANAGEMENT COMPANY, INC.

By: A. Chad Feltz

Title: Chief Financial Officer

567868.01

EXHIBIT B

EXISTING TRADEMARKS AND SERVICE MARKS

<u>Description of Mark</u>	<u>Federal Registration Number(s)</u>	<u>Date Issued</u>
O'Charley's	1788688, 1789555	8/17/93, 8/24/93
O'Charley's (stylized)	1338554	5/28/85
Donelson Foods	1799812	10/19/93
Cumberland Foods	1798352	10/12/93

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