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U.S. Department of Commerce
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RECORDATION FORM COVER SHEET
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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] 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
- [X] Other: Security Agreement Release

Effective Date Month Day Year: 09 06 2000

Conveying Party [ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 09 06 2000

Name: Bank of America, N.A.

Formerly:

1029628

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [X] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: National Association

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Shoney's Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 1727 Elm Hill Pike

Address (line 2):

Address (line 3): Nashville (City) Tennessee (State/Country) 37210 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: Delaware

FOR OFFICE USE ONLY

01/08/2001 GTON11 00000374 1029628

01 FC:481 40.00 OP

02 FC:482 425.00 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

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

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

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)

DEC 22

Correspondent Name and Address

Area Code and Telephone Number: 212 848 4406

Name: Alexander M. Kim

Address (line 1): Shearman & Sterling

Address (line 2): 599 Lexington Avenue

Address (line 3): New York, New York 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 9

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

[X] 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)		
SEE ATTACHED					

Number of Properties

Enter the total number of properties involved. # 18

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 465.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 50-0324

Authorization to charge additional fees: Yes [X] 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.

Alexander M. Kim
Name of Person Signing

Signature

12/19/00
Date Signed

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

Released Trademarks

I. SHONEY' S, INC.

A. United States Registrations

	Mark	Registration Date	Registration Number	Expiration Date
(1)	Miscellaneous Design (captain)	01/06/76	1,029,628	01/06/2006
(2)	Captain D's	01/06/76	1,029,629	01/06/2006
(3)	Miscellaneous Design (captain's head)	01/29/80	1,130,154	01/29/2000
(4)	Captain D's Seafood (and building design)	02/03/81	1,146,718	02/03/2001
(5)	A Great Little Seafood Place	04/14/81	1,151,309	04/14/2001
(6)	Lighten Up	06/11/85	1,341,166	06/11/2005
(7)	Little Mate's Meal	06/14/88	1,492,731	06/14/2008
(8)	Miscellaneous Design (building design)	01/02/90	1,575,841	01/02/2000

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	Mark	Registration Date	Registration Number	Expiration Date
(9)	Miscellaneous Design (building design)	06/25/91	1,649,084	06/25/2001
(10)	The Great Little Seafood Place	08/20/91	1,654,602	08/20/2001
(11)	Captain D's (oval design)	10/15/91	1,661,241	10/15/2001
(12)	The Captain's Grille (and design)	06/23/92	1,696,289	06/23/2002
(13)	Tag-A-Longs	09/07/93	1,791,768	09/07/2003
(14)	The Great Little Seafood House	03/29/94	1,828,688	03/29/2004
(15)	Captain's Class	09/07/93	1,792,066	09/07/2003
(16)	Real Seafood Real Quick	09/07/93	1,792,057	09/07/2003
(17)	Willy Walrus	02/11/92	1,675,568	02/11/2002
(18)	Miscellaneous Design (building)	02/08/99	2,223,344	

{0373879.3}

INTELLECTUAL PROPERTY
SECURITY AGREEMENT PARTIAL RELEASE

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT PARTIAL RELEASE (this "Release"), dated as of September 6, 2000, is made by Bank of America, N.A. (formerly known as NationsBank, N.A.) ("Bank of America"), as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties, and accepted by Shoney's Inc., a Tennessee Corporation (the "Borrower"), on behalf of all of the Grantors.

WHEREAS, the Borrower entered into that certain Credit Agreement, dated as of November 28, 1997 (as amended or otherwise modified, the "Credit Agreement"), with the Lender Parties, Bank of America, as administrative agent for the Lender Parties, and NationsBanc Montgomery Securities, Inc., as syndication agent, and other parties thereto;

WHEREAS, as a condition of the Credit Agreement, the Grantors (including the Borrower) entered into that certain Intellectual Property Security Agreement, dated as of November 28, 1997 (as amended or otherwise modified, the "Intellectual Property Security Agreement"), pursuant to which the Grantors granted an assignment and security interest in all of their right, title, and interest in and to the Intellectual Property Collateral to the Administrative Agent for its benefit and for the ratable benefit of the Secured Parties;

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on December 11, 1997, at Reel 1669, Frames 0054 through 0113, and in the United States Copyright Office on December 18, 1997, at Volume 3408, Page 250;

WHEREAS, the Intellectual Property Security Agreement was amended and modified by that certain Intellectual Property Security Agreement Release, dated February 29, 2000, recorded in the United States Patent and Trademark Office on March 7, 2000, at Reel 002046, Frames 0239 through 0247, and in the United States Copyright Office on March 8, 2000 at Volume 3449, Page 958;

WHEREAS, pursuant to the Intellectual Property Security Agreement, upon the sale or other disposition by the Borrower of any item of Intellectual Property Collateral in accordance with the Loan Documents, the Administrative Agent will, at the expense of the Borrower, execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence the release of such items of Intellecutal Property Collateral from the assignment and grant of security interest granted by the Intelletual Property Security Agreement, provided that certain other conditions set forth in Section 16 thereof are satisfied;

WHEREAS, the Borrower entered into that certain Assignment and Assumption Agreement, dated September 5, 2000 (the "Assignment and Assumption Agreement"),

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pursuant to which, *inter alia*, the Borrower agreed to assign to Captain D's, Inc., a Delaware Corporation, certain intellectual property which was included in the Intellectual Property Collateral; and

WHEREAS, in order to facilitate the transaction contemplated by the Assignment and Assumption Agreement, the parties hereto desire to enter into this Release in order to release the assignment and security interested granted by the Borrower under the Intellectual Property Security Agreement in certain intellectual property that are used in connection with or relate to the business of Grantors conducted under the name "Captain D's," which intellectual property was assigned by the Borrower to Captain D's, Inc. pursuant to Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent and the Borrower hereby agree as follows:

SECTION 1. Release of Security Interest. The Administrative Agent does hereby release and convey to the respective Grantors, without any recourse, representation or warranty of any kind (except as provided specfically under Section 4 hereto), all liens on and security interests in and to the portion of the Intellectual Property Collateral, that was mortgaged, pledged, hypothecated and granted to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as security for the Secured Obligations pursuant to the Intellectual Property Security Agreement, that are used in connection with or relate to the business of Grantors conducted under the name "Captain D's" and assigned by the Borrower pursuant to the Assignment and Assumption Agreement (collectively, the "Released IP Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application, if any, identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, provisionals, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Released Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application

identified in Schedule II attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any infringements thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Released Trademarks");

(c) all copyrights and all works of authorship, whether statutory or common law, and whether or not the underlying works of authorship have been published, and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application, if any, identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to print, publish and distribute any of the foregoing, (ii) the right to sue or otherwise recover for any infringements thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Released Copyrights");

(d) all license agreements with any other person in connection with any of the Released Patents, Released Trademarks or Released Copyrights, or such other person's patents, trade names, trademarks, service marks or copyrights, whether such Grantor is a licensor or licensee under any such license agreement that are used in connection with or relate to the business of Grantor conducted under the name "Captain D's," including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and also including, without limitation, franchise agreements, and any right to prepare for sale, sell and advertise for sale, any inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Released Licenses"); and

(e) all proceeds of any and all of the foregoing; and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or

guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing and (ii) cash proceeds.

SECTION 2. Cancellation and Termination. The parties hereto do hereby cancel, extinguish and terminate all rights and obligations of the parties with respect to the Released IP Collateral under the Intellectual Property Security Agreement.

SECTION 3. Cooperation. The parties agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party, at such other party's cost and expense, in order to effect and perfect this Release.

SECTION 4. Representation of the Administrative Agent. The Administrative Agent hereby represents to the Grantors that the Administrative Agent has all due authority to enter into this Release and perform its terms on behalf of the Administrative Agent and all other Secured Parties.

SECTION 5. Representation of the Borrower. The Borrower hereby represents and certifies to the Administrative Agent that the Borrower has satisfied all of the conditions set forth in Section 16 of the Intellectual Property Security Agreement with respect to the transaction contemplated under the Assignment and Assumption Agreement, and that the Released IP Collateral identified hereunder constitute the items of intellectual property included in the Intellectual Property Collateral that have been assigned to Captain D's, Inc. pursuant to such agreement.

SECTION 6. Binding Effect; Benefit. This Release shall be binding upon the Administrative Agent and the other Secured Parties and their respective successors and assigns, and shall inure to the benefit of the Grantors and their respective successors and assigns.

SECTION 7. Governing Law. This Release shall be governed by and construed in accordance with the law of the State of New York, except to the extent that the release of security interests hereunder is governed by the laws of a jurisdiction other than the State of New York.

SECTION 8. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

SECTION 9. Counterparts. This Release may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Release.

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REEL: 002208 FRAME: 0617

SECTION 10. Defined Terms. For purposes of this Release, capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Intellectual Property Security Agreement or the Credit Agreement, as appropriate.

SECTION 11. No Other Release. The parties hereto acknowledge and agree that this Release is limited solely to the Released IP Collateral, and that this Release shall have no effect whatsoever on each party's respective rights and obligations under the Intellectual Property Security Agreement with respect to, and that the Administrative Agent retains all liens on and security interest in and to, the Intellectual Property Collateral other than the Released IP Collateral or those items of Intellectual Property Collateral released pursuant to other agreements.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A. (formerly known as NationsBank, N.A.), as Administrative Agent

By: _____

Title: ATTORNEY-IN FACT

SHONEY' S, INC.

By: Donna M. Adams

Title: VICE PRESIDENT - TAX

Address: 1727 Elm Hill Pike
Nashville, TN 37210
Attn: Treasurer

on behalf of the following Grantors:

PARGO'S OF FREDERICK, INC.
SHONEY'S EQUIPMENT CORPORATION
SNH INVESTMENTS, LLC
TPI ENTERTAINMENT, INC.
TPI TRANSPORTATION, INC.
TPI COMMISSARY, INC.
SHN INVESTMENTS, LLC

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TRADEMARK
REEL: 002208 FRAME: 0619

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

On this 6th day of Sept, 2000, before me personally came BRADFORD JONES, to me known, who being by me duly sworn, did depose and say that he resides at _____; that he is the ATTORNEY IN FACT of BANK OF AMERICA, N.A., the banking association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said bank; and that he signed said instrument on behalf of said bank pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

_____
Notary Public

_____
My Commission Expires

MARY R. HOETS
Notary Public, State of New York
No. 31-4985420
Qualified in New York County
Certificate filed in New York County
Commission Expires ~~Aug. 10, 19~~ 1/8/2002

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

On this 6th day of Sept., 2000, before me personally came DONNA ADAMS, to me known, who being by me duly sworn, did depose and say that he resides at _____; that she is the VICE PRESIDENT TAX of SHONEY'S, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

_____
Notary Public

_____
My Commission Expires

MARY R. HOETS
Notary Public, State of New York
No. 31-4985420
Qualified in New York County
Certificate filed in New York County
Commission Expires ~~Aug. 10, 19~~ 1/8/2002

{0373879.3}

TRADEMARK
REEL: 002208 FRAME: 0620

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

Relased Patents

[NONE]

{0373879.3}

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

Released Trademarks

I. SHONEY' S, INC.

A. United States Registrations

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(5)	A Great Little Seafood Place	04/14/81	1,151,309	04/14/2001
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(7)	Little Mate's Meal	06/14/88	1,492,731	06/14/2008
(8)	Miscellaneous Design (building design)	01/02/90	1,575,841	01/02/2000

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(12)	The Captain's Grille (and design)	06/23/92	1,696,289	06/23/2002
(13)	Tag-A-Longs	09/07/93	1,791,768	09/07/2003
(14)	The Great Little Seafood House	03/29/94	1,828,688	03/29/2004
(15)	Captain's Class	09/07/93	1,792,066	09/07/2003
(16)	Real Seafood Real Quick	09/07/93	1,792,057	09/07/2003
(17)	Willy Walrus	02/11/92	1,675,568	02/11/2002
(18)	Miscellaneous Design (building)	02/08/99	2,223,344	

{0373879.3}

B. Foreign Registrations

	Country	Mark	Registration Number	Registration Date	Expiration Date
(1)	Bahamas	Captain D's	15,541	11/16/92	11/16/2006
(2)	Canada	Captain D's	362,413	11/03/89	11/03/2004
(3)	Japan	Captain D's	2,496,125	01/29/93	01/29/2003
(4)	Korea	Captain D's	12,424	10/11/90	10/11/2000
(5)	Mexico	Captain D's	426,624	11/27/92	07/07/2002
(6)	Mexico	Captain D's	515,468	01/29/96	12/07/2005
(7)	Mexico	Un Pequeño Gran Lugar En Mariscos (Great Little Seafood Place)	455,873	03/30/94	03/30/2004
(8)	Mexico	Design of Captain	459,004	05/02/94	05/02/2004
(9)	Mexico	Captain D's (oval logo)	456,992	04/13/94	04/13/2004
(10)	Puerto Rico	Captain D's	7,418	05/12/89	01/06/2006
(11)	Taiwan	Captain D's	44,356	04/16/90	04/16/2000
(12)	Taiwan	Captain D's	482,787	05/01/90	05/01/2000
(13)	Australia	Captain D's	751,980	01/02/98	
(14)	New Zealand	Captain D's	287,268	01/14/98	

TRADEMARK
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SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

Relased Copyrights

[NONE]

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