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05-04-2001

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Form PTO-1594
1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original

1. Name of conveying party(ies):

Huddle House, Inc.

- ☐ Individuals
- ☐ General Partnership -
- ☒ Corporation - State - Georgia
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York ZIP: 10019

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-
- ☒ Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☒ Security Interest
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: April 5, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

Please see attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 8

7. Total fee (37 CFR 3.41): $ 215.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Brian T. Jaenicke — Name of Person Signing

Signature

4/23/01 — Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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SCHEDULE A

MARK	REG. / APP. NO.	REG. / FILING DATE
HUDDLE HOUSE	2,402,101	11/7/00
BIG HOUSE	2,422,929	1/23/01
HH and Design	2,163,121	6/9/98
HH and Design	1,749,083	1/26/93
HUDDLE HOUSE (Stylized)	1,673,776	1/28/92
HUDDLE HOUSE (Stylized)	1,672,897	1/21/92
HUDDLEBURGER	1,362,259	9/24/85
HUDDLE HOUSE (Stylized)	903,628	12/1/70

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Huddle House, Inc., a Georgia corporation (the "Grantor"), with principal offices at 2969 E. Ponce De Leon Avenue, Decatur, Georgia 30030, hereby grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 30, 1994, and as amended and restated as of January 31, 2001 (and as may be amended further from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

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Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 5th day of April, 2001.

HUDDLE HOUSE, INC.
as Grantor

By: _____
Name: Philip M. Greifeld
Title: Chief Executive Officer

BNP PARIBAS
as Collateral Agent, Grantee

By: _____
Name:
Title: Darryl M. Monasebian
Director
Merchant Banking Group

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