

11-16-2001



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11.6.01
Lee's Famous Recipe, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Shoney's, Inc.
Internal Address: _____
Address: _____
Street Address: 1727 Elm Hill Pike
City: Nashville State: TN Zip: 37210
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Tennessee
 Other _____
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 Merger
 Security Agreement Change of Name
 Other Correction to Reel/Frame
1430/0396 to show conveyance was
Execution Date: September 29, 1995
security interest

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,933,845
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Wendy Robertson
Internal Address: Alston & Bird LLP
Street Address: 1201 West Peachtree Street
City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(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.
Wendy Robertson Wendy Robertson 11/1/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
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TRADEMARK SECURITY AGREEMENT

LFRI

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), entered into September 29, 1995, effective as of the 2nd day of October, 1995, made by LEE'S FAMOUS RECIPE, INC., a Delaware corporation ("Borrower"), in favor of SHONEY'S, INC., a Tennessee corporation ("Lender");

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of July 7, 1995 (as amended, supplemented, amended and restated or otherwise modified from time to time hereafter, the "Asset Purchase Agreement"), among RTM, Inc. ("RTM"), Lender and Shoney's of Canada, Inc. ("Subsidiary"), the Lender and Subsidiary have sold certain assets to RTM and certain designs of RTM, including Borrower; and

WHEREAS, in connection with the acquisition of such assets, Borrower has become indebted to Lender; and


WHEREAS, the indebtedness owing by Borrower to Lender is evidenced by a Promissory Note dated as of September 30, 1995 in the original principal amount of Four Million and 00/100 dollars (\$4,000,000) (the "Note"), executed by Borrower payable to the order of the Lender; and

WHEREAS, in connection with the Asset Purchase Agreement, Borrower has executed and delivered the Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time hereafter, the "Security Agreement"); and

WHEREAS, as a condition precedent to selling certain assets to Borrower pursuant to the Asset Purchase Agreement, Borrower is required to execute and deliver this Agreement and grant to Lender a security interest in the Trademark Collateral (as defined herein); and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to sell certain assets to Borrower pursuant to the Asset Purchase Agreement and to accept the Note, Borrower agrees with Lender as follows:

 Borrower (Initial Here)
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ARTICLE I

DEFINITIONS

SECTION 1.1. Security Agreement. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the preamble and recitals, have the meanings provided in the Security Agreement and the Note.

SECTION 1.2. U.C.C. Definitions. Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the Uniform Commercial Code, as in effect in the State of Tennessee, that are used in this Agreement, including its preamble and recitals, have such meanings.


ARTICLE II

SECURITY INTEREST

SECTION 2.1. Grant of Security Interest. Borrower hereby pledges and assigns to Lender, and hereby grants to Lender, a security interest in, all of the following property, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) the trademarks and service marks referred to on Schedule I attached hereto and all other trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature used at or in connection with "Lee's Famous Recipe" or "Famous Recipe" restaurants (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country that are used or intended for use at "Lee's Famous Recipe" or "Famous Recipe" restaurants or that are used or intended to be used in conjunction with the trademarks and service marks referred to on Schedule I.

(b) all reissues, extensions or renewals, if applicable, of any of the items described in clause (a);

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(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of any item constituting Trademark Collateral, or for any injury to the goodwill associated with the use of any such item constituting Trademark Collateral.

SECTION 2.2. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

ARTICLE III

MISCELLANEOUS

SECTION 3.1. Release of Security Interest. Upon payment in full of all Obligations, Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or appropriate to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 3.2. Acknowledgement. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 3.3. Collateral Document. This Agreement is a Collateral Document executed pursuant to the Note and shall (unless otherwise expressly indicated herein) be construed, administered, and applied in accordance with the terms and provisions of the Note.

SECTION 3.4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same Agreement.



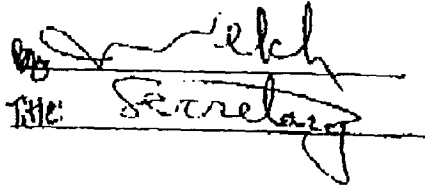
Borrower (Initial Here)

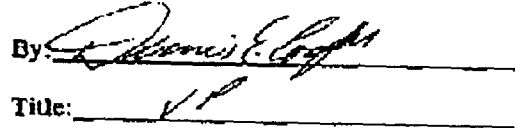
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

BORROWER:

LEE'S FAMOUS RECIPE, INC.

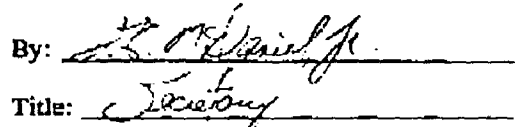

Title: Secretary

By: 
Title: VP

Address: 5995 Barfield Road
Atlanta, Georgia 30328
Fax No.: (404) ~~841-083~~
Attention: Secretary

LENDER:

SHONEY'S, INC.

By: 
Title: Secretary

Address: 1727 Elm Hill Pike
Nashville, TN 37210
Fax No.: (615) 231-2428
Attention: F.E. McDaniel, Jr.

SCHEDULE I
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Trademark Security Agreement
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U.S. TRADEMARK/SERVICE MARK REGISTRATIONS AND APPLICATIONS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Building Design	06/25/85	1,345,232
Lee's Famous Recipe	12/25/84	1,311,285
Famous Recipe	06/10/75	1,013,215
Famous Recipe	12/11/73	974,710
Crispy Plus	06/02/92	1,690,361

PENDING U.S. TRADEMARK/SERVICE MARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Anna Leigh's	74/580,305	09/29/94
Quick Lee's	74/452,805	11/01/93
Golden Herb	74/475,798	01/03/94
Anna Lee's	74/580,306	09/29/94
So Good It's Gotta be Lee's	74/591,959	10/28/94
So Good It's Got to be Lee's	74/452,804	11/01/93

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FOREIGN TRADEMARK/SERVICE MARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Bahamas	Lee's Famous Recipe	15,464	09/18/92
Canada	Lee's Famous Recipe	365,050	02/02/90
Canada	Lee's	391,000	11/29/91
Canada	Wingettes	421,900	01/07/94
Canada	Crispy Plus	416,077	08/27/93
Mexico	Lee's Famous Recipe	424,836	11/03/92
Puerto Rico	Lee's Famous Recipe	7,419	10/24/89

PENDING FOREIGN TRADEMARK/SERVICE MARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Canada	Famous Recipe	704,901	05/15/92

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