TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
O'Charley's Management Company, Inc.		11/04/2003	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	201 S. College Street, 8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	Association - National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	76489433	O'CHARLEY'S CORNER CARRY-OUT
Serial Number:	76549150	GOOD FOOD AND GOOD TIMES START WITH O'
Serial Number:	76549152	O' GOOD FOOD AND GOOD TIMES START WITH O'
Serial Number:	76549151	O' O'CHARLEY'S

OP $115.00 76489433

CORRESPONDENCE DATA

Fax Number: (704)353-3613
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704.331.5792
Email: jbabaa@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N. Tryon Street
Address Line 2: Hearst Tower, 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0013567.00086
NAME OF SUBMITTER:	J. Babaa, Paralegal

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 4, 2003 by and between O'CHARLEY'S MANAGEMENT COMPANY, INC., a Tennessee corporation (the "Grantor"), having its chief executive office at 3038 Sidco Drive, Nashville, Tennessee 37204, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0760 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Credit Agreement, dated as of November 4, 2003 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between O'Charley's Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of an Amended and Restated Collateral Agreement dated as of November 4, 2003 by and among O'Charley's Inc. and certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

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REEL: 002758 FRAME: 0456

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 4th day of November, 2003.

O'CHARLEY'S MANAGEMENT COMPANY, INC., as Grantor

By: _____
Name: A. Chad Fitzhugh
Title: Secretary and Treasurer

[Signature Pages Continue]

Agreed and Accepted as of the
4th day of November, 2003.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Scott Joyce
Title: Associate

[Trademark Security Agreement]

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, Jean P. Lorton, a Notary Public for said County and State, do hereby certify that A. Chad Fitzhugh personally appeared before me this day and stated that he is the Secretary and Treasurer of O'CHARLEY'S MANAGEMENT COMPANY, INC. and acknowledged, on behalf of O'CHARLEY'S MANAGEMENT COMPANY, INC. the due execution of the foregoing instrument.

Witness my hand and official seal, this 18th day of November, 2003.

Notary Public

My commission expires:
My Commission Expires
May 30, 2004

[Trademark Security Agreement]

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademarks Owned by O'Charley's Management Company, Inc.

	Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Affidavit of Use (A) / Renewal (R)	Owner
1.	**CORNER CARRY-OUT**	2/12/2003	United States Federal Registration		76/489,433 (Serial No.)		O'Charley's Management Company, Inc.
2.	**GOOD FOOD AND GOOD TIMES START WITH O'**	9/16/2003	United States Federal Registration		76/549,150 (Serial No.)		O'Charley's Management Company, Inc.
3.	**GOOD FOOD AND GOOD TIMES START WITH O' (Stylized)**	9/16/2003	United States Federal Registration		76/549,152 (Serial No.)		O'Charley's Management Company, Inc.
4.	**O'CHARLEY'S (STYLIZED)**	9/16/2003	United States Federal Registration		76/549,151 (Serial No.)		O'Charley's Management Company, Inc.

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