Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: Release and Reassignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP Paribas, as Collateral Agent		05/19/2005	bank:

RECEIVING PARTY DATA

Name:	Huddle House, Inc.
Street Address:	2969 E. Ponce De Leon Ave.
City:	Decatur
State/Country:	GEORGIA
Postal Code:	30030
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2402101	HUDDLE HOUSE
Registration Number:	2422929	BIG HOUSE
Registration Number:	2163121	НН
Registration Number:	1749083	НН
Registration Number:	1673776	HUDDLE HOUSE
Registration Number:	1672897	HUDDLE HOUSE
Registration Number:	1362259	HUDDLEBURGER
Registration Number:	903628	HUDDLE HOUSE

CORRESPONDENCE DATA

Fax Number: (312)577-4752

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

penelope.johnson@kattenlaw.com

Correspondent Name: Penelope S. Johnson Address Line 1: 525 W. Monroe Street

Address Line 2: Katten Muchin Rosenman LLP

REEL: 003089 FRAME: 0759

TRADEMARK 900025130

Address Line 4: Chicago, ILLINOIS 60661				
NAME OF SUBMITTER:	Penelope S. Johnson			
Signature:	/Penelope S. Johnson/			
Date:	05/23/2005			
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TRADEMARK REEL: 003089 FRAME: 0760

RELEASE OF SECURITY INTEREST

WHEREAS, Huddle House, Inc., a Georgia corporation (the "<u>Company</u>"), granted a security interest in the trademark registrations listed on the schedule attached to this Release of Security Interest (the "<u>Schedule</u>") to BNP PARIBAS (formerly known as Banque Paribas), as collateral agent (the "<u>Secured Party</u>"), pursuant to a Security Agreement dated June 30, 1994 (the "<u>Security Agreement</u>");

WHEREAS, an executed copy of the Security Agreement was recorded in the United States Patent and Trademark Office on August 17, 1994, at Reel/Frame 001199/0442; and

WHEREAS, pursuant to Section 10.9 of the Security Agreement, the Secured Party hereby releases the security interest in each trademark registration listed on the Schedule, and the goodwill of the business symbolized by the registered marks;

NOW, THEREFORE, for good and valid consideration, the receipt of which is hereby acknowledged, the Secured Party hereby agrees as follows:

- 1. The Secured Party hereby releases any and all security interests granted pursuant to the Security Agreement to the Secured Party by the Company in each trademark registration listed on the Schedule together with any reissues, continuations or extensions thereof, and assigns to the Company all right, title and interest it may have in each trademark registration listed on the Schedule, and the goodwill symbolized by the registered marks.
- 2. The Secured Party hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to note and record the existence of the release hereby created.

Dated this / day of May, 2005.

BNP PARIBAS, as collateral agent

By:

Name:

Title:

CHARLES ROMANO

VICE PRESIDENT

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TRADEMARK REEL: 003089 FRAME: 0761

SCHEDULE
To Release of Security Interest

REGISTERED TRADEMARKS

Name of Owner	<u>Trademark</u>	Reg. #	Reg. Date
HuddleHouse, Inc.	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
	НН	1,073,384	9/13/77
	Huddle House (Stylized)	903,628	12/1/70

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RECORDED: 05/23/2005

TRADEMARK REEL: 003089 FRAME: 0762