TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		09/21/2005	Association:

RECEIVING PARTY DATA

Name:	THE RESTAURANT COMPANY OF MINNESOTA
Street Address:	6075 POPLAR AVENUE
Internal Address:	SUITE 800
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	718354	SMITTY'S PANCAKE HOUSE
Registration Number:	809680	PERKINS
Registration Number:	820475	
Registration Number:	1203149	PERKINS
Registration Number:	1231484	PERKINS
Registration Number:	1237817	PERKINS RESTAURANTS
Registration Number:	1243032	BOTTOMLESS POT OF COFFEE
Registration Number:	1253127	INCREDIBLE CROISSANT SUNDAES
Registration Number:	1265168	MELON SUNBURST
Registration Number:	1403558	PERKINS FAMILY RESTAURANT
Registration Number:	1403560	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1464960	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1465719	BOTTOMLESS CUP OF COFFEE

CH $890.00 718354

Registration Number:	1475417	PERKINS FAMILY RESTAURANT
Registration Number:	1503633	HIGH ENERGY TWIN TONES
Registration Number:	1663533	MAGNIFICENT SEVEN
Registration Number:	1679722	PERKINS PROMISE
Registration Number:	1751454	MAMMOTH MUFFIN
Registration Number:	1843806	FOXTAIL FOODS
Registration Number:	1856091	PERKINS. BREAKFAST, DINNER AND EVERYTHING IN BETWEEN
Registration Number:	1897634	TREMENDOUS TWELVE
Registration Number:	1939671	PERKINS TAKE HOME BAKERY
Registration Number:	1943838	OLE' ALL DAY
Registration Number:	1968261	PERKINS PICKIN'S
Registration Number:	1985494	PERKINS EXPRESS & BAKERY
Registration Number:	1996746	PERKINS BAKERY
Registration Number:	2003228	LUNCH IN A FLASH
Registration Number:	2056503	GRILLED SUB SUPREME
Registration Number:	2286891	KID PERKS
Registration Number:	2121878	PERKINS CAFE & BAKERY
Registration Number:	2187924	MORNING SUNRISE
Registration Number:	2311102	PERKINS CAFE BAKERY
Registration Number:	2313658	PERKINS CAFE BAKERY
Registration Number:	2490366	PERKINS RESTAURANT & BAKERY
Registration Number:	2492247	PERKINS RESTAURANT & BAKERY

CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

Phone: 202-721-6405

Email: ingrid.arbuckle@thomson.com

Correspondent Name: Corporate Services Corporation

Address Line 1: 80 State Street

Address Line 4: Albany, NEW YORK 12207

ATTORNEY DOCKET NUMBER:	632926-5
NAME OF SUBMITTER:	INGRID ARBUCKLE
Signature:	/INGRID ARBUCKLE/

Date:	10/07/2005

Total Attachments: 7
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TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

THE RESTAURANT COMPANY OF MINNESOTA

TERMINATION AND RELEASE OF TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT, dated as of September 21, 2005, by **BANK OF AMERICA, N.A.** (successor by merger to Fleet National Bank, f/k/a BankBoston, N.A.), a national banking association with an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter in such capacity, the "Agent") for itself and the other lending institutions (hereinafter collectively, the "Banks") in connection with the Revolving Credit Agreement, dated as of December 22, 1997 (as heretofore amended, and in effect, the "Credit Agreement"), by and among Perkins Family Restaurants, L.P., a Delaware limited partnership ("Perkins"), The Restaurant Company, a Delaware corporation ("TRC" and, pursuant to Joinder and Amendment No. 2, dated as of December 20, 1999, the "Borrower"), the Guarantors party thereto, the Agent and the Banks. All capitalized terms used in this agreement (this "Agreement") without definition shall have the respective meanings assigned to such terms in the Credit Agreement.

WHEREAS, on or as of September 30, 2000 the Borrower transferred the Pledged Trademarks (as defined in the Trademark Agreement, defined below) to The Restaurant Company of Minnesota, a Delaware corporation ("TRCM"), a wholly owned subsidiary of the Borrower, such transfer having been made subject to the Agent's continuing security interest in and first priority lien on the Pledged Trademarks, which transfer was recorded on October 20, 2000 with the United States Patent and Trademark Office at Reel 2176, Frame 0311;

WHEREAS, pursuant to a Guaranty, dated as of September 30, 2000 (the "Guaranty"), TRCM guaranteed the payment and performance of the Borrower's Obligations to the Banks and the Agent under or in respect of the Credit Agreement and the other Loan Documents;

WHEREAS, TRCM executed and delivered to the Agent, for the benefit of the Banks and the Agent, a Security Agreement, dated as of September 30, 2000 (the "Security Agreement"), pursuant to which TRCM granted to the Agent, for the benefit of the Banks and the Agent, a security interest in certain of TRCM's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Exhibit A attached hereto, all to secure the payment and performance of the Obligations of TRCM under and as defined in the Guaranty; and

WHEREAS, in connection with the Security Agreement, TRCM and the Agent entered into a Trademark Collateral Security and Pledge Agreement, dated as of September 30, 2000 (the "Trademark Agreement"), which Trademark Agreement

was recorded on October 17, 2000 with the United States Patent and Trademark Office at Reel 2179, Frame 0034, for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Trademark Agreement, TRCM granted to the Agent a continuing security interest in, and first priority lien on, and conditionally (upon or after the occurrence and during the continuation of an Event of Default and upon satisfaction of certain other conditions) granted, assigned and conveyed (the "Conditional Assignment") to the Agent, by way of collateral security, TRCM's entire right, title and interest in and to, the Pledged Trademarks; and

WHEREAS, the Agent has agreed to terminate and release the Trademark Agreement and assign and transfer to TRCM its entire right, title and interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement, including the security interest in and first lien on and the Conditional Assignment of, and assigns and transfers to TRCM, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the Pledged Trademarks, including without limitation the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Agent has caused this Agreement to be duly executed by its authorized officer as of the date and year first above written.

BANK OF AMERICA, N.A.,
successor by merger to Fleet National Bank, f/k/a BankBoston, N.A.,
as Agent

By: _____
Name: Cristin M. O'Hara
Title: Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

On this 20 day of September, 2005, before me, the undersigned notary public, personally appeared Cristin M. O'Hara proved to me through satisfactory evidence of identification, which were MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as Director for Bank of America, a national banking assoc).

(official signature and seal of notary)

My commission expires:

LUZ N. ADORNO
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 3, 2006

EXHIBIT A

Trademarks and Trademark Registrations

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office Registration No.	Registration Date
Smitty's Pancake House	718,354	7/11/61
Perkins	809,680	6/7/66
None (design only)	820,475	12/13/66
Perkins in oval	1,203,149	7/27/82
Perkins in script	1,231,484	3/15/83
Perkins Restaurants & design	1,237,817	5/10/83
Bottomless Pot of Coffee	1,243,032	6/21/83
Incredible Croissant Sundaes	1,253,127	10/4/83
Melon Sunburst	1,265,168	1/24/84
Perkins Family Restaurant and design	1,403,558	7/29/86
Perkins Family Restaurant & Bakery in Oval	1,403,560	7/29/86
Perkins Family Restaurant - Bakery in double oval	1,464,960	11/10/87
Bottomless Cup of Coffee	1,465,719	11/17/87
Perkins Family Restaurant in double oval	1,475,417	2/2/88
High Energy Twin Tones	1,503,633	9/13/88
Magnificent Seven	1,663,533	11/5/91
Perkins Promise	1,679,722	3/17/92

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office. Registration No.	Registration Date
Mammoth Muffin	1,751,454	2/9/93
Foxtail Foods and Design	1,843,806	7/5/94
Perkins. Breakfast, Dinner and Everything In Between	1,856,091	9/27/94
Tremendous Twelve	1,897,634	6/6/95
Perkins Take Home Bakery in Oval Design	1,939,671	12/5/95
Ole' All Day (stylized letters)	1,943,838	12/26/95
Perkins Pickin's	1,968,261	4/16/96
Perkins Express & Bakery and Design	1,985,494	7/9/96
Perkins Bakery and Design	1,996,746	8/27/96
Lunch In a Flash and Design	2,003,228	9/24/96
Grilled Sub Supreme	2,056,503	4/22/97
Kid Perks	2,286,891	10/19/99
Perkins Cafe and Bakery	2,121,878	12/16/97
Morning Sunrise	2,187,924	9/8/98
Perkins Café Bakery and design	2,311,102	1/25/00
Perkins Café Bakery	2,313,658	2/1/00
Perkins Restaurant & Bakery	2,490,366	9/18/01

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office. Registration No.	Registration Date
Perkins Restaurant & Bakery in double oval	2,492,247	9/25/01