

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (First Lien)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DFO, LLC		07/14/2006	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A. as Collateral Agent under the First Lien Credit Agreement
<b>Street Address:</b>	101 N. Tryon St.
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Registration Number:	1950994	ALL-AMERICAN SLAM
Registration Number:	2219066	COUNTRY SCRAMBLE
Registration Number:	2469927	DENNY'S CLASSIC DINER
Registration Number:	2469928	DENNY'S CLASSIC DINER
Registration Number:	2512281	DENNY'S DINER CLASSIC OPEN 24 HOURS
Registration Number:	2372959	DENNY'S DINER
Registration Number:	2377637	DENNY'S DINER
Registration Number:	2653324	DENNY'S
Registration Number:	1720986	DENNY'S
Registration Number:	1886750	DENNY'S
Registration Number:	2320275	DENNY'S
Registration Number:	866599	DENNY'S
Registration Number:	862087	DENNY'S

CH \$1365.00 1950994

Registration Number:	1903868	DENNY'S
Registration Number:	736161	DENNY'S
Registration Number:	1053390	DENNY'S
Registration Number:	740359	DENNY'S
Registration Number:	1720991	DENNY'S TIL DAWN
Registration Number:	1996275	FIT FARE
Registration Number:	2761133	
Registration Number:	1735075	FRENCH SLAM
Registration Number:	1813884	GRAND SLAM
Registration Number:	1277223	GRAND SLAM BREAKFAST
Registration Number:	2683460	GRAND SLAM SLUGGER
Registration Number:	2802016	GREAT FOOD AND GREAT SERVICE BY GREAT PEOPLE...EVERY TIME!
Registration Number:	1270950	JR. GRAND SLAM
Registration Number:	2611072	MAJOR LEAGUE BURGERS
Registration Number:	1946766	MOONS OVER MY HAMMY
Registration Number:	2005185	
Registration Number:	2577906	PIZZA PARTY
Registration Number:	1736807	PLAY IT AGAIN SLAM
Registration Number:	1757060	SENIOR BELGIAN WAFFLE SLAM
Registration Number:	2592374	SLAM
Registration Number:	2569543	SLIM SLAM
Registration Number:	1743375	SOUTHERN SLAM
Registration Number:	1378319	SUPER BIRD
Registration Number:	1944101	SUPER SLAM
Registration Number:	2683459	THE TRIPLE PLAY
Registration Number:	2536481	'TIL DAWN
Registration Number:	2695449	THE TRIPLE PLAY DEAL
Registration Number:	1645411	ULTIMATE OMELETTE
Registration Number:	3045056	APPLESAUCE SWIMMERS
Registration Number:	3027395	CUCUMBER CRAVERZ
Registration Number:	2992224	D-ZONE
Registration Number:	2888674	DENNY'S ALL NIGHT
Registration Number:	2964207	DENVER SCRAMBLE
Registration Number:	3027397	POTATO VOLCANO

Registration Number:	2980325	FRENCH-TOASTIX
Registration Number:	2881173	SHRIMPSAHOY
Registration Number:	2966985	SUPER SCRAMBLES
Registration Number:	3051982	DUSK 'TIL DAWN
Registration Number:	3086695	HEARTLAND SCRAMBLE
Serial Number:	78679387	DENNY'S SPECIAL BLEND COFFEE
Serial Number:	78533035	HEARTY SCRAMBLE BREAKFASTS

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBC Companies dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	363669
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/19/2006

Total Attachments: 11  
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TRADEMARK SECURITY AGREEMENT dated as of July 14, 2006, (this "Agreement"), between DFO, LLC (f/k/a DFO, Inc.), a Delaware limited liability company (the "Debtor"), and BANK OF AMERICA, N.A. ("Bank of America"), as collateral agent (the "Collateral Agent") under the First-Lien Credit Agreement dated as of September 21, 2004, (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among DENNY'S INC. and DENNY'S REALTY, LLC (f/k/a Denny's Realty, Inc.) (each of the foregoing, individually, a "Borrower" and, collectively, the "Borrowers"), DENNY'S CORPORATION ("Parent"), DENNY'S HOLDINGS, INC. ("Denny's Holdings"), the Debtor, the Lenders party thereto, Bank of America, as Administrative Agent, and UBS SECURITIES LLC, as Syndication Agent.

The Debtor and the Collateral Agent hereby agree as follows:

SECTION 1.01. *Definitions; Interpretation.*

(a) *Terms Defined in Guarantee and Collateral Agreement.* All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Guarantee and Collateral Agreement.

(b) *Certain Defined Terms.* As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.01.

"Guarantee and Collateral Agreement" means that certain Guarantee and Collateral Agreement dated as of the date hereof, among the Borrowers, Parent, Denny's Holdings, the Debtor and the Collateral Agent.

"PTO" means the United States Patent and Trademark Office.

"*Trademark License*" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by the Debtor or that the Debtor otherwise has the right to license, or granting to the Debtor any right to use any trademark now or hereafter owned by any third party, and all rights of the Debtor under any such agreement.

"*Trademarks*" means all of the following now owned or hereafter acquired by the Debtor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A; (b) all goodwill associated therewith or symbolized thereby; and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"*UCC*" means the Uniform Commercial Code as in effect in the State of New York.

(c) *Terms Defined in UCC.* Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) *Construction.* The rules of construction specified in Section 1.03 of the First-Lien Credit Agreement shall also apply to this Agreement.

SECTION 2.01. *Security Interest. Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Debtor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any or all of the following assets and properties now owned or at any time

hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Trademarks;
- (ii) all Trademark Licenses; and
- (iii) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

SECTION 3.01. *Supplement to Guarantee and Collateral Agreement.* This Agreement has been entered into in conjunction with the security interests granted under the Guarantee and Collateral Agreement. The rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4.01. *Representations and Warranties.* The Debtor represents and warrants to the Collateral Agent that a true and correct list of all the existing Collateral consisting of Trademarks, Trademark Licenses or applications owned by the Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5.01. *Further Acts.* The Debtor ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof. The Collateral Agent is further authorized to file with the PTO (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Debtor, without the signature of the Debtor, and naming the Debtor as debtor and the Collateral Agent as secured party. The Debtor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the security interest granted hereby and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of

this Agreement, the granting of the security interest granted hereby and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. Without limiting the generality of the foregoing, the Debtor hereby authorizes the Collateral Agent, with prompt notice thereof to the Debtor, to supplement this Agreement by supplementing Schedule A or adding additional schedules hereto to specifically identify any asset or item that may constitute Trademarks; provided that the Debtor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by the Debtor hereunder with respect to such Collateral. The Debtor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 6.01. *Binding Effect.* This Agreement shall be binding upon the Debtor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Debtor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Debtor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Guarantee and Collateral Agreement, the Intercreditor Agreement or the First-Lien Credit Agreement.

SECTION 7.01. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.**

SECTION 8.01. *Amendment.* Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Debtor,

subject to any consent required in accordance with Section 9.02 of the First-Lien Credit Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern.

SECTION 9.01. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 10.01. *Headings.* Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 11.01. *Severability.* Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability in such jurisdiction of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the First-Lien Credit Agreement.

SECTION 13.01. *Terminations or Release.* This Agreement and the security interests granted hereby shall terminate in accordance with the termination provisions of Section 7.15 of the Guarantee and Collateral Agreement.

SECTION 14.01. *Subject to Intercreditor Agreement.* Notwithstanding anything herein to the contrary, the Lien and security interest granted to the



Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

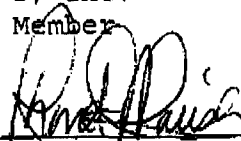
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have duly executed  
this Agreement, as of the date first above written.

DFO, LLC, f/k/a DFO, Inc.,

By: Denny's, Inc.  
Its: Sole Member

by

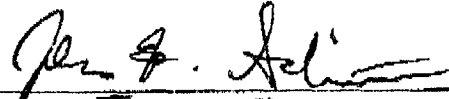


\_\_\_\_\_  
Name: RHONDA J. PARISH  
Title: EXECUTIVE VICE PRESIDENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BANK OF AMERICA, N.A.,  
as Collateral Agent

by



Name: *John H. Schmitt*  
Title: *Vice President*

SCHEDULE A  
to the Trademark Security Agreement

Debtor: DFO, LLC

**U.S. Trademarks**

<b>Domestic Mark</b>	<b>Status</b>	<b>Reg./Serial #</b>	<b>Reg./Filing Date</b>
All-American Slam	Registered	1,950,994	23-Jan-96
Country Scramble	Registered	2,219,066	19-Jan-99
Denny's Classic Diner and Design with tubes	Registered	2,469,927	17-Jul-01
Denny's Classic Diner and Design with neon	Registered	2,469,928	17-Jul-01
Denny's Classic Diner and Design (blue circle)	Registered	2,512,281	27-Nov-01
Denny's Diner 2000 and Design	Registered	2,372,959	1-Aug-00
Denny's Diner 2000 and Design	Registered	2,377,637	15-Aug-00
Denny's Diner 2000 w/o "Diner"	Registered	2,653,324	26-Nov-02
Denny's within a French Diamond	Registered	1,720,986	29-Sep-92
Denny's within a French Diamond	Registered	1,886,750	28-Mar-95
Denny's within a French Diamond	Registered	2,320,275	22-Feb-00
Denny's (Stylized)	Registered	866,599	11-Mar-69
Denny's (Stylized)	Registered	862,087	17-Dec-68
Denny's (Stylized)	Registered	1,903,868	4-Jul-95
Denny's (Word Mark)	Registered	736,161	14-Aug-62
Denny's (Word Mark)	Registered	1,053,390	23-Nov-76
Denny's (Word Mark)	Registered	740,359	6-Nov-62
Denny's Til Dawn	Registered	1,720,991	29-Sep-92
Fit Fare (Word Mark)	Registered	1,996,275	20-Aug-96
French Diamond design	Registered	2,761,133	9-Sep-03
French Slam	Registered	1,735,075	24-Nov-92
Grand Slam	Registered	1,813,884	28-Dec-93
Grand Slam Breakfast	Registered	1,277,223	8-May-84
Grand Slam Slugger	Registered	2,683,460	3-Feb-03

<b>Domestic Mark</b>	<b>Status</b>	<b>Reg./Serial #</b>	<b>Reg./Filing Date</b>
Great Food and Great Service by Great People...Every Time!	Registered	2,802,016	6-Jan-04
Jr. Grand Slam	Registered	1,270,950	20-Mar-84
Major League Burgers	Registered	2,611,072	27-Aug-02
Moons Over My Hammy	Registered	1,946,766	9-Jan-96
Owl and Moon Design	Registered	2,005,185	1-Oct-96
Pizza Party	Registered	2,577,906	11-Jun-02
Play It Again Slam	Registered	1,736,807	1-Dec-92
Senior Belgian Waffle Slam	Registered	1,757,060	03/09/1993
Slam	Registered	2,592,374	9-Jul-02
Slim Slam	Registered	2,569,543	14-May-02
Southern Slam	Registered	1,743,375	29-Dec-92
Super Bird	Registered	1,378,319	14-Jan-86
Super Slam	Registered	1,944,101	26-Dec-95
The Triple Play	Registered	2,683,459	3-Feb-03
'Til Dawn (word mark)	Registered	2,536,481	5-Feb-02
Triple Play Deal	Registered	2,695,449	11-Mar-03
Ultimate Omelette	Registered	1,645,411	21-May-91
Applesauce Swimmers	Registered	3,045,056	17-Jan-06
Cumber Craverz	Registered	3,027,395	13-Dec-05
D-Zone	Registered	2,992,224	6-Sep-05
Denny's All Night	Registered	2,888,674	28-Sep-04
Denver Scramble	Registered	2,964,207	28-Jun-05
Potato Volcano	Registered	3,027,397	13-Dec-05
French-toastix	Registered	2,980,325	26-July-05
ShrimpsAhoy	Registered	2,881,173	7-Sep-04
Super Scrambles	Registered	2,966,985	12-July-05
Dusk 'Til Dawn	Registered	3,051,982	31-Jan-06
Heartland Scramble	Registered	3,086,695	25-April-06

**Pending U.S. Trademark Applications**

<b>Domestic Mark</b>	<b>Status</b>	<b>Serial #</b>	<b>Filing Date</b>
Denny's Special Blend Coffee	Pending	78/679387	07/27/05
Hearty Scramble Breakfasts	Pending	78/533035	12/15/04