

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hudson Advisors, L.L.C.		12/22/2006	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Shoney's LLC
<b>Street Address:</b>	1727 Elm Hill Pike
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TENNESSEE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1088370	SHONEY'S
Registration Number:	1190289	SHONEY'S INN
Registration Number:	1412692	AMERICA'S DINNER TABLE
Registration Number:	1536333	SHONEY BEAR
Registration Number:	1620734	SHONEY'S
Registration Number:	1705676	SHONEY'S INN
Registration Number:	1765417	BEST BREAKFAST IN TOWN
Registration Number:	1837180	SHONEY BEAR CUB CLUB
Registration Number:	1890709	DOWN HOME. JUST DOWN THE ROAD.
Registration Number:	1862936	SHONEY'S
Registration Number:	2011023	SHONEY'S INN & SUITES
Registration Number:	1971207	SHONEY'S CLASSIC BURGER
Registration Number:	1995287	SHONEY'S CLASSIC AMERICAN FOOD

CH \$365.00 1088370

Registration Number:

2183732

INCREDI-MELTS

**CORRESPONDENCE DATA**

Fax Number: (214)855-4300

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

Phone: 2148554500

Email: jmuennink@jenkens.com

Correspondent Name: Cathryn A. Berryman

Address Line 1: 1445 Ross Avenue, Suite 3700

Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:

56043-00045

NAME OF SUBMITTER:

Cathryn A. Berryman

Signature:

/Cathryn A. Berryman/

Date:

12/27/2006

**Total Attachments: 26**

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## RELEASE

This Release (the "**Release**") is executed and delivered by Hudson Advisors, L.L.C. ("**Hudson**"), in favor of Shoney's, LLC, a Tennessee limited liability company (formerly known as Shoney's, Inc.) ("**Borrower**").

## RECITALS:

A. Reference is hereby made to that certain Credit Agreement dated as of November 28, 1997 (as amended from time to time, the "**Initial Credit Agreement**") by and among Borrower and Bank of America, N.A. ("**Bank of America**") formerly known as NationsBank, N.A. ("**NationsBank**"), as initial issuing bank and administrative agent, and the Lenders (as defined therein). As a condition of the Initial Credit Agreement, the Borrower and Bank of America, formerly known as NationsBank, N.A., as administrative agent, entered into that Intellectual Property Security Agreement dated as of November 28, 1997 (as amended or otherwise modified or partially released, the "**Intellectual Property Security Agreement**"), pursuant to which the Borrower granted a security interest in all of their right, title and interest in and to the Intellectual Property Collateral (as defined therein) to Bank of America, formerly known as NationsBank, N.A., as administrative agent, for the benefit of the Lenders (as defined therein). The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on December 11, 1997 at Reel/Frame 1669/0054, and the United States Copyright office on December 18, 1997 at Volume 3408, Page 250.

B. Reference is hereby made to that certain Amended and Restated Credit Agreement (the "**Amended Credit Agreement**") dated as of September 6, 2000, made and entered into by and among Borrower, Bank of America (formerly known as NationsBank, N.A.) as the initial issuing bank and as administrative agent for the Lender Parties (as defined therein), the Initial Lenders party thereto and Banc of America Securities LLC, as lead arranger and sole book manager for the Amended Credit Agreement has been amended, supplemented and modified by: (i) that certain Amendment No. 1 and Waiver to the Credit Agreement (the "**First Amendment**") dated as of January 26, 2001, made and entered into by and among Borrower, Bank of America, as Administrative Agent for the Lender Parties, and the other Lender Parties party thereto, (ii) that certain Amendment No. 2 to the Credit Agreement (the "**Second Amendment**") dated as of April 2, 2001, made and entered into by and among Borrower, Bank of America, as Administrative Agent for the Lender Parties, and the other Lender Parties party thereto, (iii) that certain Amendment No. 3 to the Credit Agreement (the "**Third Amendment**") dated as of August 31, 2001, made and entered into by and among Borrower, Bank of America, as Administrative Agent for the Lender Parties, and the other Lender Parties party thereto, (iv) that certain Amendment No. 4 to the Credit Agreement (the "**Fourth Amendment**") dated as of December 27, 2001, made and entered into by and among Borrower, Bank of America, as Administrative Agent for the Lender Parties, and the other Lender Parties party thereto, (v) that certain Amendment No. 5 to the Credit Agreement (the "**Fifth Amendment**") dated as of January 24, 2002, made and entered into by and among Borrower, Hudson, as Administrative Agent for the Lender Parties, and the other Lender Parties party

thereto, (vi) that certain Amendment No. 6 to the Credit Agreement (the "Sixth Amendment") dated February 28, 2002, made and entered into by and among Borrower, Hudson, as Administrative Agent for the Lender Parties and the other Lender Parties party thereto, (vii) that certain Amendment No. 7 to the Credit Agreement (the "Seventh Amendment") dated as of April 19, 2002, made and entered into by and among Borrower, Hudson, as Administrative Agent for the Lender Parties, and the other Lender Parties party thereto, and (viii) that certain Amendment No. 8 to the Credit Agreement (the "Eighth Amendment") dated as of May 24, 2002, made and entered into by and among Borrower, Hudson, as Administrative Agent for the Lender Parties, and the other Lender Parties party thereto, (ix) that certain Amendment No. 9 to the Credit Agreement (the "Ninth Amendment") dated as of August 1, 2002, made and entered into by and among Borrower, Hudson, as Administrative Agent for the Lender Parties, and the other Lender Parties party thereto, (x) that certain Amendment No. 10 to the Credit Agreement (the "Tenth Amendment") dated as of October 25, 2002, made and entered into by and among Borrower, Hudson, as Administrative Agent for the Lender Parties, and the other Lender Parties thereto, and (xi) that certain Waiver and Amendment No. 11 to the Credit Agreement (the "Eleventh Amendment") dated as of December 18, 2002, made and entered into by and among Borrower, Hudson, as Administrative Agent for the Lender Parties, and the other Lender Parties party thereto. The Initial Credit Agreement, the Amended Credit Agreement and the Intellectual Property Security Agreement, as so amended, supplemented, modified and partially released, is hereinafter collectively referred to as the "Credit Agreement." The capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

B. Further reference is hereby made to that certain Assignment and Acceptance Agreement dated April 19, 2002, pursuant to the terms of which all of the Notes, the Advances and the Loan Documents (including, without limitation, the Mortgage) were assigned to, and assumed by, the current Lender Parties. Additionally, concurrently therewith Bank of America resigned as Administrative Agent and Hudson was appointed the Administrative Agent, pursuant to that certain Agreement Regarding Loan Administration, dated April 19, 2002, a copy of which is attached hereto as Exhibit A.

C. In connection therewith, Borrower has requested Hudson, as Administrative Agent for the Lender Parties, to execute and deliver this Release, and Hudson, as Administrative Agent for the Lender Parties, is willing to do so, subject to the terms and provisions of this Release. Pursuant to the Credit Agreement, Hudson, as Administrative Agent, having its principal office and place of business at 717 N. Harwood Street, Suite 2200, Dallas, Texas 75201, is authorized by the Lender Parties to execute and deliver, on behalf of all of the Lender Parties, any and all documents necessary and appropriate to release all liabilities and obligations of Shoney's, and all liens and security interests encumbering any property of Shoney's arising under or created by the Credit Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

Hudson, as Administrative Agent for the Lender Parties, hereby release and convey to Shoney's and its successors and assigns, any liens on and security interest in the Intellectual Property Collateral (to the extent not previously released), including without limitation, any of the trademarks and trademark registrations set forth on Exhibit B attached hereto and the copyrights and copyright registrations set forth on Exhibit C attached hereto. Shoney's is hereby authorized to cause to be filed appropriate terminations of financing statements that have been filed to perfect any of the security interests being hereby released in which Shoney's is named debtor.

**IN WITNESS WHEREOF**, this Release has been executed to be effective as of the 22<sup>nd</sup> day of December, 2006.

**HUDSON ADVISORS, L.L.C.**,  
a Texas limited liability company,  
as Administrative Agent for the Lender  
Parties

By: Marc L. Lipsky  
Name: Marc L. Lipsky  
Title: Vice President

**EXHIBIT A**

## AGREEMENT REGARDING LOAN ADMINISTRATION

This AGREEMENT REGARDING LOAN ADMINISTRATION (this "Agreement") is entered into as of April 19, 2002, by and among Bank of America, N.A. ("Bank of America"), Hudson Advisors, L.L.C. ("Hudson"), the Lender (as defined below), and each of the other persons and entities listed on the signature pages hereto (such other persons and entities referred to jointly as the "Loan Parties" and, individually, as a "Loan Party").

### WITNESSETH:

WHEREAS, as of September 6, 2000, Shoney's, Inc. (the "Borrower"), Bank of America, individually and as administrative agent, and certain other banks, lenders and financial institutions entered into that certain Amended and Restated Credit Agreement whereby, upon the terms and conditions stated therein, such banks, lenders and financial institutions agreed to make loans to the Borrower and to issue (or to purchase risk participations in) certain standby letters of credit issued for the account of the Borrower (as amended and as the same may be further amended, modified, supplemented, renewed, extended, restated and/or increased from time to time, together with any and all refinancings, replacements and/or refundings of same, the "Credit Agreement");

WHEREAS, the Borrower, the Administrative Agent and the Loan Parties have from time to time entered into various other Loan Documents pursuant to the terms of the Credit Agreement;

WHEREAS, as of the date hereof, Bank of America, as the sole lender and issuing bank under the Credit Agreement, assigned its Commitments and all outstanding Advances to F&C Capital S.á.r.L (referred to herein as the "Lender");

WHEREAS, as of the date hereof, Bank of America desires to resign as Administrative Agent and Hudson has agreed to replace Bank of America in such capacity;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Borrower, Bank of America, Hudson, the Lender and each other Loan Party agree as follows:

#### SECTION 1. Certain Definitions.

Unless otherwise defined herein, each capitalized term shall have the meaning set forth in the Credit Agreement.

#### SECTION 2. Resignation of Bank of America as Administrative Agent; Appointment of Hudson as Successor Administrative Agent.

(a) Resignation. Pursuant to Section 7.06 of the Credit Agreement, Bank of America hereby (a) resigns as Administrative Agent and, in connection therewith, agrees to deliver to the successor Administrative Agent appointed in clause (c) of this Section 2 the originals of all Collateral and documentation evidencing the same, including, without limitation, the Loan

Documents held in its possession as Administrative Agent or otherwise, (b) agrees that, until such time as Bank of America has delivered to Hudson as successor Administrative Agent all Collateral the possession of which is necessary for the perfection of Liens created under the Loan Documents, Bank of America shall hold such Collateral as bailee for the successor Administrative Agent, and (c) agrees that the successor Administrative Agent has the right to file such financing statement amendments and assignments as such successor Administrative Agent deems necessary or appropriate to evidence the transfer of the rights, powers and remedies of Bank of America as Administrative Agent (or in any other capacity) to such successor Administrative Agent. It is understood and agreed by the Borrower that Bank of America shall, until such time as it no longer holds any Collateral or has an obligation hereunder, be a beneficiary of the provisions in Section 8.04(a) and (b) of the Credit Agreement.

(b) Waiver of Notice. The Lender hereby waives the requirements of Section 7.06 of the Credit Agreement relating to written notice from the resigning Administrative Agent of such resignation and agrees that the resignation of Bank of America as Administrative Agent shall be effective as of the date of this Agreement.

(c) Appointment. Pursuant to Section 7.06 of the Credit Agreement, the Required Lenders hereby appoints Hudson as successor Administrative Agent under the Credit Agreement, under the Notes and under the other Loan Documents upon the express conditions contained in Article VII of the Credit Agreement.

(d) Acceptance. Hudson hereby agrees to act as Administrative Agent upon the express conditions contained in Article VII of the Credit Agreement.

(e) Further Assurances. Bank of America hereby agrees to execute and deliver or cause to be executed and delivered to Hudson true and correct copies of any other Loan Documents in Bank of America's possession and any assignments or other instruments of conveyance and transfer as Hudson may reasonably request or as may be otherwise necessary or appropriate to more effectively convey and transfer to Hudson a valid and enforceable security interest in the Collateral.

(f) Cash Collateral Account. Hudson and F&C Capital S.ar.L., as sole Lender under the Credit Agreement, hereby acknowledge that the security interest granted on the Cash Collateral Account granted under the Security Agreement has been released.

### SECTION 3. Applicable Law.

**THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

### SECTION 4. Successors and Assigns.

This Agreement shall benefit and bind the parties hereto and their respective assigns, successors and legal representatives. No provision of this Agreement may be amended without the prior written consent of the parties hereto.



SECTION 5. Counterparts.

This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof, each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 6. Titles of Sections.

All titles or headings to the sections or other divisions of this Agreement are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

SECTION 7. Fees Payable to Bank of America. The Borrower shall pay to Bank of America all outstanding and unpaid fees set forth in the Administrative Agent's fee letter referred to in Section 2.08(c) of the Credit Agreement.

SECTION 8. FINAL AGREEMENT.

**THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES WITH RESPECT TO THE SUBJECT MATTER COVERED HEREBY AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BY THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES. THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE DETERMINED SOLELY FROM THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY PRIOR ORAL AGREEMENTS BETWEEN OR AMONG THE PARTIES ARE SUPERSEDED BY AND MERGED INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS. ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS AND INDEMNITIES SHALL SURVIVE THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

SECTION 9. Severability.

In the event that any one or more of the provisions contained in this Agreement shall be determined invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect and the remaining provisions of this Agreement shall not be impaired in any way.

SECTION 10. Loan Document.

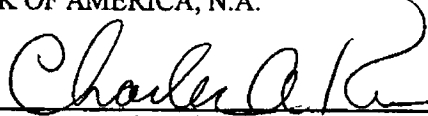
This Agreement constitutes a Loan Document. All references in each of the Loan Documents to the "Credit Agreement" (or other similar term) shall refer to the Credit Agreement (as defined in the recitals hereto) and because this Agreement is a Loan Document, the provisions relating to Loan Documents set forth in the Credit Agreement are incorporated herein by reference, the same as if set forth herein verbatim.

**IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.**

**[SIGNATURE PAGES FOLLOW]**

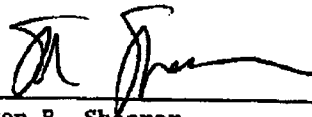
**AGREEMENT REGARDING LOAN ADMINISTRATION  
SIGNATURE PAGE 1**

BANK OF AMERICA, N.A.

By:   
Name: Charles A. Kerr  
Title: Managing Director

**AGREEMENT REGARDING LOAN ADMINISTRATION  
SIGNATURE PAGE 2**

**HUDSON ADVISORS, L.L.C., as Administrative  
Agent**

By:   
Name: Steven R. Shearer  
Title: Vice President

**Address:**

Hudson Advisors, L.L.C.  
600 North Pearl Street  
Suite 1500, LB 164  
Dallas, Texas 75201  
Fax No.: (214) 754-8302  
Attention: Ms. Leigh Rea

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AGREEMENT REGARDING LOAN ADMINISTRATION  
SIGNATURE PAGE 3

F&C CAPITAL S.à.r.L., as Assignee

By: Michael D. Thomson  
Name: Michael D. Thomson  
Title: Manager

Lending Office:  
F&C CAPITAL S.à.r.L.  
49, boulevard Royal  
L-2449 Luxembourg

Witnessed In Tokyo, Japan  
By: Chie Inoue  
Name: Chie Inoue

AGREEMENT REGARDING LOAN ADMINISTRATION  
SIGNATURE PAGE 4

BORROWER:

SHONEY'S, INC.

By: U. McElroy  
Name: VAN Michael Arne  
Title: CFO

OTHER LOAN PARTIES:

PARGO'S OF FREDERICK, INC.

By: E. P. McDaniel, Jr.  
Name: E. P. McDaniel, Jr.  
Title: President

SHONEY'S EQUIPMENT CORPORATION

By: E. P. McDaniel, Jr.  
Name: E. P. McDaniel, Jr.  
Title: President

TPI ENTERTAINMENT, INC.

By: E. P. McDaniel, Jr.  
Name: E. P. McDaniel, Jr.  
Title: President

**EXHIBIT B**

	MARK	Ser./Reg Nos	App./Reg Date	Goods/ Services	STATUS
1.	2 CAN DINE FOR \$10.99  (standard characters)	78/619005 3131423	04/28/2005  08/15/2006	Cl. 43 Restaurant services  First Use: 08/16/2004	Registered Supplemental Register  Sec. 8 affidavit due 08/15/2011  Renewal Due 08/15/2016
2.	AMERICA'S DINNER TABLE  (standard characters)	73/572020 1412692	12/06/1985 10/07/1986	Cl. 42- Restaurant services  First Use: 04/01/1982  Disclaimer: "AMERICAS"	Registered Principal Register  Sec. 8 & 15 affidavit accepted and acknowledged 03/06/1992  Incontestable  Renewal Application not filed by October 7, 2006 renewal date and registration will be cancelled unless renewal application is filed in grace period.
3.	BEAR NECESSITIES  (standard characters)	78/217977  2831992	02/24/2003  04/13/2004	Cl.43 Restaurant services featuring printed materials designed to educate children with respect to issues of health and nutrition  First Use: 01/06/2003	Registered Principal Register  Sec. 8 & 15 affidavit due 04/13/2009  Renewal Due 04/13/2014
4.	BEST BREAKFAST IN TOWN  (standard characters)	74/265361  1765417	04/13/1992  04/13/1993	Cl. 42 - Restaurant services  First Use: 08/31/1988	Registered Supplemental Register  Section 8 affidavit accepted 02/14/1999

	MARK	Ser./Reg Nos	App./Reg. Date	Goods/ Services	STATUS
					First Renewal 06/18/2003  First Renewal Due 04/13/2013
5.	BIG BEAR BURGER  (standard characters)	78/653959	06/20/2005	Cl.30 - Hamburger and cheeseburger sandwiches  First Use: 09/26/2005	Pending Application  Published for Opposition 02/28/06  Notice of Allowance issued 05/23/06  Statement of Use Extension Request filed 11/10/2006  Statement of Use filed 11/28/2006
6.	BIG GRIZZLY  (standard characters)	78/696075	08/19/2005	Cl.30 Sandwiches, namely, hamburgers, cheeseburgers, and specialty sandwiches  First Use: 09/26/2005	Pending Application  Published for Opposition  05/02/2006  Statement of Use Extension Request filed 11/10/2006  Statement of Use filed 11/28/2006
7.	BUBBA'S BLT  (standard characters)	78/359410  2989142	01/29/2004  08/30/2005	Cl. 30 - Bacon, lettuce and tomato sandwiches sold through applicant's restaurant's  First Use: 12/15/2003  Disclaimer: "BLT"	Registered Principal Register  Sec. 8 & 15 affidavit due 08/30/2010  Subject to consent



	MARK	Ser./Reg. Nos	App./Reg. Date	Goods/ Services	STATUS
					agreement with Pierre Foods, Inc. dated 09/28/2004  Renewal Due 08/30/2015
8.	BUBBA'S FRIED CHICKEN SANDWICH  (standard characters)	78/545857  3038055	01/11/2005 01/03/2006	Cl.30 - Prepared foods, namely, sandwiches sold through applicant's restaurants First Use: 01/10/2005 Disclaimer "FRIED CHICKEN SANDWICH"	Registered Principal Register  Sec. 8 & 15 affidavit due 01/03/2011  Renewal Due 01/03/2016
9.	COME BACK TO WHAT'S GOOD  (standard characters)	75/482763  2270567	05/11/1998  08/17/1999	Cl.42 - Restaurant Services  First Use: 04/17/1998	Registration <i>Cancelled</i> Under Sec. 8 05/20/2006
10.	DIXIE TATER CHIPS  (standard characters)	78/944023	08/03/06	Cl.29 Potato chips  ITU	Pending Application
11.	GRIZZLY  (standard characters)	78/696077	08/19/2005	Cl.30 - Sandwiches, namely, hamburgers, cheeseburgers, and specialty sandwiches  First Use: 09/26/2005	Pending Application  Published for Opposition  05/02/2006  Notice of Allowance Issued 07/25/2006  Statement of Use filed 11/28/2006
12.	HALF-O-POUND  (standard characters)	78/893655	05/26/2006	Cl.29 - Prepared entrees consisting primarily of meat First Use: 00/00/1975	Pending Application

	MARK	Ser./Reg Nos	App./Reg. Date	Goods/ Services	STATUS
13.	HAWG WILD SANDWICH	78/5458 55	01/11/2005	CI. 30 – Prepared Foods, namely sandwiches  First Use: 01/10/2005  Disclaimer: "SANDWICH"	Application <i>Abandoned</i> – Failure to Respond to Office Action 03/16/2006
14.	INCREDI-MELTS  (standard characters)	75/2905 98  2183732	05/12/1997  08/25/1998	CI.30 – Sandwiches for consumption on and off the premises  First Use: 12/30/1996	Registration <i>Cancelled</i> Under Sec. 8 05/28/2005
15.	LOOK MA, NO HANDS!" POT ROAST SANDWICH  (standard characters)	78/545851  3032359	01/11/2005  12/20/2005	CL.30 Prepared foods, namely Sandwiches  First Use: 01/10/05  Disclaimer: "POT ROAST SANDWICH"	Registered Principal Register  Sec. 8 & 15 affidavit due 12/20/2010  Renewal Due 12/20/2015
16.	SHONEY BEAR  (standard characters)	73/676574 1536333	08/05/1987 04/25/1989	Cl. 16 Comic books, and display units for merchandising products;  First Use: 01/01/1986  Cl. 28 - Stuffed toy animals; First Use: 01/01/1986;  Cl. 42 - Providing a children's club in connection with restaurant services  First Use: 01/01/1986 Disclaimer: "BEAR"	Registered Principal Register  Sec. 8 & 15 filed affidavit accepted and acknowledged 12/01/1994  Incontestable  Renewal Due 04/25/2009
17.	SHONEY BEAR CUB CLUB  (standard characters)	74/388129  1837180	05/10/1993  05/17/1994	Cl. 42 - Providing a children's club in connection with restaurant services  First Use: 05/31/1986 Disclaimer: "CLUB"	Registered Principal Register  Sec. 8 & 15 affidavit accepted and acknowledged 07/19/2000  Incontestable  First Renewal 05/11/2004  Next Renewal Due 05/17/2014

	MARK	Ser./Reg Nos	App./Reg. Date	Goods/ Services	STATUS
18.	SHONEY'S  (standard characters)	76/438588  2719271	08/07/2002  05/27/2003	Cl. 30 - Hamburger and cheeseburger sandwiches and special combination sandwiches featuring hamburgers and cheeseburgers for consumption on or off the premises  First Use: 11/01/1968	Registered Principal Register  Sec 8&15 affidavit due on 05/27/2008  Renewal Due 05/27/2013
19.	SHONEY'S  (and design) (rectangle design)	75/547820  2270837	09/03/1998  08/17/1999	Cl 42 - Restaurant services  First Use: 10/25/1976	Registered Principal Register  The mark is lined for the color red  Sec 8&15 affidavits accepted and acknowledged 01/26/2005  Incontestable  Renewal Due 08/17/2009
20.	SHONEY'S  (and design)	75/536663  2270792	08/14/1998  08/17/1999	Cl.-42 Restaurant services  First Use: 10/25/1976	Registered Principal Register  The mark is lined for the color red  Sec 8&15 affidavits accepted and acknowledged 01/31/2005  Incontestable  First Renewal 08/17/2009  Next Renewal Due 11/15/2014
21.	SHONEY'S  (and design)	74/463951  1862936	11/29/1993  11/15/1994	Cl.42- Restaurant services  First Use: 10/25/1976	Registered Principal Register  Sec 8&15 affidavits accepted and acknowledged 03/18/2001  Incontestable

	MARK	Ser./Reg. Nos	App./Reg. Date	Goods/ Services	STATUS
					First Renewal 09/08/2004  Next Renewal Due 11/15/2014
22.	SHONEY'S  (standard characters)	73/832678  1620734	10/20/1989  11/06/1990	Cl. 3_ - Cleaning and scouring preparations for institutional and industrial use – namely, detergent for washing dishes, glass cleaning preparation, silver polish and tarnish remover, and cleaning and descaling compound for deep fat fryers. First Use: 01/01/1980  Cl 34: (Cancelled – Section 8) matches and Cigarette lighters First Use; 01/01/1980  Cl.25 – Sweatshirts, sweatpants, sweaters, jackets, t-shirts and caps First Use: 01/01/1980  Cl. 29 - Bacon, hams, processed vegetables, processed beans, salad dressings, soup mixes, gravy, vegetable shortening and mayonnaise First Use: 01/01/1980  Cl. 30 - Muffins, cakes, seasonings, sauces excluding applesauce and cranberry sauce, candy, biscuit and pancake mixes, tea, croutons, sugar and hot fudge First Use: 01/01/1980  Cl.32 – (Cancelled – Section 8) Grenadine and lemonade syrops	Registered Principal Register  Sec 8&15 affidavits accepted and acknowledged 06/14/1996  Incontestable  First Renewal 03/22/2001  Next Renewal Due 11/06/2010
23.	SHONEY'S  (standard characters)	73/118692  1088370	03/11/1977  03/28/1978	Cl. 42 - Restaurant services First Use: 10/25/1976	Registered Principal Register  Sec. 8 & 15 affidavit accepted and acknowledged 06/21/1983  Incontestable

	MARK	Ser./Reg. Nos	App./Reg. Date	Goods/ Services	STATUS
					First Renewal: 11/20/1997  Next Renewal Due 03/28/2008
24.	SHONEY'S  (standard characters)	15542 BAHAMAS	11/16/1992  08/30/1993	Cl. 42 - Restaurant services	Cancelled Registration
25.	SHONEY'S  (standard characters)	0623690 362462  CANADA	01/20/1989  11/03/1989	CL. 42 - Restaurant services	Registered  First Renewal 11/03/2004  Next Renewal due 11/03/2019
26.	SHONEY'S  (standard characters)	358190  602063  MEXICO	12/15/1998  02/25/1999	Cl.42 – Services rendered by lodging, lodging and meals by hotels, boarding houses and tourist camps, include services rendered for procuring foods and prepared beverages for consumption by means restaurants, centres noctumos, sing ina and bars	Registration <i>Cancelled</i>
27.	SHONEY'S  (standard characters)	531104  787,100 MEXICO	02/06/2002  04/16/2003	Cl.42 – Services rendered by lodging, lodging and meals by hotels, boarding houses and tourist camps, include services rendered for procuring foods and prepared beverages for consumption by means restaurants, centres night, canteens and bars	Registered  Renewal Due 02/06/2012
28.	SHONEY'S  (standard characters)	7417 PUERTO RICO	03/28/1997	Cl. 42 - Restaurant services	Registered  Renewal Due 03/28/2007
29.	SHONEY'S BLUE PLATE SPECIALS  (standard characters)	76/309816  2685654	09/06/2001  02/11/2003	CL. 29 - prepared foods, namely, main dish entrees or side dishes consisting primarily of one or more of the following – poultry, namely, chicken and turkey, fish, beef, namely, steaks and roast, vegetables; potatoes; or beans for consumption on or off the premises  First Use: 04/28/1999 Disclaimer: "BLUE PLATE SPECIALS"	Registered Principal Register  Sec. 8 &15 affidavit due 02/11/2008  Renewal Due 02/11/2013

	MARK	Ser./Reg Nos.	App./Reg. Date	Goods/ Services	STATUS
30.	SHONEY'S CLASSIC AMERICAN FOOD (and star design)	74/709949 1995287	08/02/1995 08/20/1996	Cl.42 - Restaurant services  First Use: 07/21/1995 Disclaimer: "AMERICAN FOOD"	Registered Principal Register  Sec. 8 & 15 affidavit accepted and acknowledged 02/12/2002  Incontestable  Renewal Application not filed by August 20, 2006 renewal date and registration will be cancelled unless renewal application is filed in grace period.
31.	SHONEY'S FRESH ROAST a MORNING, NOON & NIGHT (and coffee mug design)	78/664184 3109244	07/06/2005 06/27/2006	Cl.43 - Restaurant services  First Use: 08/07/2003  Disclaimer: "FRESH ROAST"	Registered Principal Register  Sec. 8 & 15 affidavit due 06/27/2011  Renewal Due 06/27/2016
32.	SHONEY'S HALF - POUNDER  (standard characters)	75/904516 2442445	01/26/2000 04/10/2001	Cl. 30 - Hamburger sandwich for consumption on or off the premises  First Use: 01/24/2000  Disclaimer: "HALF- POUNDER"	Registered Principal Register  Sec. 8&15 affidavit due 04/10/2006- 04/10/2007  Sec. 8&15 affidavit has note been filed  Renewal Due 04/10/2011 (provided Section 8 affidavit is timely filed)
33.	SHONEY'S INN	74/214529 1705676	10/22/1991 08/04/1992	Cl. 42 - Motel services	Registered Principal Register

	MARK	Ser./Reg Nos	App./Reg. Date	Goods/ Services	STATUS
	(standard characters)			Use: 01/06/1978  Disclaimer: "INN"	Sec. 8&15 affidavit accepted and acknowledged 09/18/1997  Incontestable  First Renewal 12/20/2002  Next Renewal Due 08/14/2012
34.	SHONEY'S INN (and design)	73/286158 1190289	11/17/1980 02/16/1982	Cl. 42 Motel services  First Use: 01/06/1978	Registered Principal Register  Section 8 accepted 05/08/1987  Section 15 acknowledged 04/12/1991  Incontestable  First Renewal 04/30/2002  Next Renewal Due 02/16/2012
35.	SHONEY'S INNS & SUITES  (standard characters)	74/630518 2011023	02/06/1995 10/22/1996	Cl. 42 - Motel services  First Use: 06/15/1995  Disclaimer: "INN & SUITES"	Registered Principal Register  Section 8 & 15 affidavit accepted 04/10/2002  Incontestable  First Renewal 05/19/2006  Next Renewal Due 11/22/2016
36.	SHONEY'S START HERE and Design	77/041740	11/10/2006	Cl. 43 - Restaurant services  First Use: 11/06/2006	Pending Application
37.	WE CAN'T WAIT TO HAVE YOU OVER.  (standard	78/217975 2827938	02/24/2003 03/30/2004	Cl. 43 Restaurant Services  Use: 11/25/02	Registered Principal Register  Sec. 8 & 15 affidavit due 03/30/2009

	MARK	Ser./Reg Nos	App./Reg. Date	Goods/ Services	STATUS
	characters)				
38.	YOUR FOOD. YOUR CHOICE. YOUR SHONEY'S.  (standard characters)	76/547549  2952773	09/30/2003  05/17/2005	Cl.43 - Restaurant services  First Use: 11/01/2003	Registered Principal Register  Sec. 8&15 affidavit due 05/17/2010  Renewal Due 05/17/2015
39.	HAWG WILD SANDWICH	78/545855	01/11/05	Cl.30 Prepared Foods, namely sandwiches  Use: 01/10/05	Abandoned – Failure to Respond, 02/18/06
40.	THERE'S NO PLACE LIKE SHONEY'S	78/290884	08/22/03	Cl. 43 Restaurant Services	Abandoned Aft publication and Ext of Time filed by Dave & Buster's on 06/29/04
41.	NATCHEZ TRACE	75/904518	01/26/00	Cl.30 Coffee	Dead Abandoned: 1/16/01
42.	COME BACK TO WHAT'S GOOD	75/482763 2270567	05/11/98 08/17/99	Cl.42 Restaurant Services	Dead Cancelled: 05/20/06
43.	SHONEY'S BLUE PLATE SPECIAL	75465786	04/09/98	Cl. 29 prepared foods, namely, main dish entrees or side dishes consisting primarily of one or more of the following: poultry, namely, chicken and turkey; fish, beef, namely, steaks and roast; vegetables; potatoes or beans for consumption on or off the premises	Dead Abandoned
44.	INCREDI- MELTS	75/290598  2183732	05/12/97  08/25/98	Cl. 30 sandwiches for consumption on and off the premises Use: 12/30/1996	Dead Cancelled under Sec. 8
45.	BEST FOR YOU	74/682399	05/31/95	Cl.30 spaghetti	Dead Abandoned 7/31/96
46.	BEST FOR YOU	74/682374	05/31/95	Cl. 29 charbroiled chicken, baked fish and salads	Dead Abandoned 7/31/96
47.	SHONEY'S CLASSIC BURGER	74/658438 1971207	03/29/95 04/30/96	Cl. 30 double decker hamburger sandwiches	Dead Cancelled 02/01/03
48.	SHONEY'S SUITES	74/624930	01/24/95	Cl. 42 motel services	Dead Abandoned 01/03/99
49.	WE HAVE A STEAK IN	74/479072 1870185	01/14/94 12/27/94	Cl.42 Restaurant Services	Dead Cancelled



	MARK	Ser./Reg Nos	App./Reg. Date	Goods/ Services	STATUS
	YOUR FUTURE				01/05/02
50.	DOWN HOME. JUST DOWN THE ROAD.	74/454970 1890709	11/08/93 4/18/95	Cl.42 Restaurant Services	Dead Cancelled 04/27/95

**Exhibit C**

Registered Copyrights

Country	Registration No.	Registration Date	Author(s)	Title
USA	VA 244 845	11-12-1986	Shoney's Inc.	Shoney's Bear
USA	TX 1 935 910	11-06-1986	Shoney's Incorporated	Shoney Bear and His Friends #1
USA	TX 1 935 911	11-06-1986	Shoney's Incorporated	Shoney Bear and His Friends #2
USA	TX 1 935 909	11-06-1986	Shoney' [sic] Incorporated	Shoney Bear and His Friends #3
USA	TX 1 935 916	11-06-1986	Shoney's Incorporated	Shoney Bear and His Friends #4
USA	TX 1 935 914	11-06-1986	Shoney's Incorporated	Shoney Bear and His Friends #5
USA	TX 1 935 915	11-06-1986	Shoney's Incorporated	Shoney Bear and His Friends #6
USA	TX 1 949 049	11-06-1986	Shoney's Incorporated	Shoney Bear and His Friends #7
USA	TX 1 935 913	11-06-1986	Shoney's Incorporated	Shoney Bear and His Friends #8
USA	TX 1 935 912	11-06-1986	Shoney's Incorporated	Shoney Bear and His Friends #9

USA	TX 1 976 558	01-12-1987	Shoney's Incorporated	Shoney Bear and His Friends #10
USA	Pau 401 844	05-17-1982	Shoney's, Inc.	America's Dinner Table; Shoney's-1
USA	VA 286 923	11-16-1987	Shoney's, Inc.	Shoney Bear and His Friends Christmas Song Book
USA	TX 2 311 915	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #11
USA	TX 2 311 916	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #12
USA	TX 2 311 917	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #13
USA	TX 2 311 918	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #14
USA	TX 2 311 919	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #15
USA	TX 2 311-920	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #16
USA	TX 2 311 911	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #17

USA	TX 2 311 914	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #18
USA	TX 2 311 913	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #20
USA	TX 2 311 912	05-09-1988	Shoney's, Inc.	Shoney's Presents Shoney Bear and His Friends #22

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RECORDED: 12/27/2006

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