

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applebee's International, Inc.		11/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Applebee's Holdings LLC		
Street Address:	4551 West 107th Street		
Internal Address:	c/o Applebee's International, Inc.		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66207		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77975176	APPLEBEE'S TOGETHER IS GOOD	
Serial Number:	77975177	APPLEBEE'S TOGETHER IS GOOD.	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	mmcquire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Michael R. Jones, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	239540/18		
NAME OF SUBMITTER:	Michael R. Jones		

CH \$65.00 77975176

Signature:

/Michael R. Jones/

Date:

02/05/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT
AND SECURITY AGREEMENT

This TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT (the "Trademark Assignment") is entered into on November 29, 2007, between APPLEBEE'S INTERNATIONAL, INC., a Delaware corporation, located at 4551 West 107th Street, Overland Park, Kansas 66207 ("Assignor"), and APPLEBEE'S HOLDINGS LLC, a Delaware limited liability company, located at c/o Applebee's International, Inc., 4551 West 107th Street, Overland Park, Kansas 66207 ("Assignee").

WHEREAS, as of the date hereof, the Assignor and the Assignee, are entering into a letter agreement (the "First-Tier Asset Contribution Agreement"), whereby Assignor agrees to contribute, transfer, grant, assign, bargain, deliver and otherwise convey to the Assignee all of the Assignor's right, title and interest in and to certain Contributed Assets, including the United States registered Trademarks and Trademark applications set forth on Schedule A hereto, on the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the First-Tier Asset Contribution Agreement, the Assignor has agreed to execute and deliver this Trademark Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this IP Assignment are defined in (or incorporated by reference into) the First-Tier Asset Contribution Agreement. In addition, the following terms shall have the following meaning:

(a) "Grant" means to grant, hypothecate, mortgage, pledge, create and grant a security interest in and right of set off against, deposit, set over and confirm. A Grant of the Contributed Trademarks (as defined in Article 2 below) shall include all rights, powers and options (but none of the obligations) of the granting party under such Contributed Trademarks, including without limitation the immediate continuing right to claim for, collect, receive, and receipt for principal, interest and fee payments in respect of the Contributed Trademarks, and all other cash payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise, and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

(b) "Trademarks" means all trademarks, service marks, trade names, trade dress, Internet Domain Names, logos, slogans, and other similar source identifiers (whether registered or unregistered), together with all registrations and applications for any of the foregoing, and the goodwill of the business connected with the use of and symbolized by the foregoing.

2. Assignment. For value received, in accordance with Section 2.1 of the First-Tier Asset Contribution Agreement and pursuant to that certain Assignment and Assumption Agreement, dated as of the date hereof, between the Assignor and the Assignee, the Assignor does hereby contribute, transfer, grant, assign, bargain, deliver and otherwise convey unto the Assignee, without recourse (except as set forth in Section 6.4 of the First-Tier Asset Contribution Agreement), all right, title and interest of the Assignor, whether now owned or hereafter acquired, in, to and under (a) the Trademarks included in the

Initial IP Assets, including the registered Trademarks and Trademark applications on Schedule A hereto, including, without limitation, the right to bring an action at law or in equity for any infringement, misappropriation, dilution or violation thereof occurring prior to, on or after the Closing Date and to collect all damages, settlements and proceeds relating thereto, (b) all accrued and future rights to payment with respect to such Trademarks, (c) all products and proceeds, including proceeds of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise relating to such Trademarks, and (d) all additions, improvements and accessions to, and books and records describing or used in connection with, any of such Trademarks (collectively, the "Contributed Trademarks"). The parties acknowledge that the Contributed Trademarks do not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of an assignment or security interest, including intent-to-use applications filed with the PTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. 1051(c) or (d); provided that, at such time as the grant and/or enforcement of the assignment or security interest would not cause such application to be invalidated, canceled, voided or abandoned, then such Trademark application shall be considered a Contributed Trademark, and deemed automatically assigned to Contributor as of such date, without further action of the parties.

3. Intent; Grant of Security Interest.

(a) This Trademark Assignment is intended to effect a contribution of the Contributed Trademarks by the Assignor to the Assignee on the Closing Date. Immediately after giving effect to the transfer contemplated by Article 2 of this Trademark Assignment on the Closing Date, the Assignor will have no further interest (legal or equitable) in the Contributed Trademarks. The parties agree to treat the transfer pursuant to Article 2 of this Trademark Assignment for all purposes (including financial accounting purposes) as an absolute transfer on all relevant books, records, financial statements and other documents; provided, that for Tax Purposes, the Assignor and its parent may treat the Assignee as an entity the separate existence of which is disregarded from the Assignor or its parent and, consequently, may determine not to treat this conveyance as a transfer for Tax Purposes (or any portion thereof).

(b) If, notwithstanding Section 3(a), the transfer of the Contributed Trademarks on the Closing Date pursuant to the First-Tier Asset Contribution Agreement and this Trademark Assignment is characterized as a collateral transfer for security or as a financing transaction (as used in this Section 3, a "Recharacterization Event"), the Assignor intends that the Assignee shall have a first priority perfected security interest in, and a lien on, the Contributed Trademarks to secure an obligation of the Assignor to pay to the Assignee the Contributor Secured Amount

(c) Accordingly, if a Recharacterization Event occurs, the Assignor shall be deemed to have Granted, and the Assignor does hereby Grant, to the Assignee, all of its right, title and interest in, to, on and under the Contributed Trademarks

5. Subsequent Transfer; Acknowledgement and Agreement of the Assignor. The Assignor acknowledges and agrees that as of the Closing Date, the Assignee will contribute, assign, otherwise transfer, or pledge the Contributed Trademarks and its rights under this Trademark Assignment in the manner contemplated under the Restructuring Sequence. The Assignor hereby consents to all such contributions, assignments, transfers and pledges to occur on the Closing Date. Without limiting the generality of the foregoing, the parties hereto agree that any assignee or pledgee of the Contributed Trademarks pursuant to the Restructuring Sequence and each Insurer will be a third-party beneficiary of this Trademark Assignment and will have full right, power and authority to exercise the Assignee's rights

and remedies and enforce the Assignor's obligations under this Trademark Assignment, in each case subject to and in accordance with the terms of the other Transaction Documents.

6. Rights and Remedies of Assignee. The assignment and the Grant to the Assignee under this Trademark Assignment is granted in conjunction with the assignment and the Grant to the Assignee under the First-Tier Asset Contribution Agreement. The rights and remedies of the Assignee with respect to the assignment and Grant under this Trademark Assignment are in addition to those rights and remedies set forth in the First-Tier Asset Contribution Agreement, the terms and provisions of which are incorporated by reference into this Trademark Assignment as if fully set forth herein, and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights or remedies provided for in this Trademark Assignment, the First-Tier Asset Contribution Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including the Assignee, of any or all other rights or remedies. In the event that any of the terms of this Trademark Assignment conflict with the terms of the First-Tier Asset Contribution Agreement, the terms of the First Tier Asset Contribution Agreement shall prevail.

7. Further Action Evidencing Assignment and Security Interest. The Assignor agrees that at any time and from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further actions, that may be reasonably necessary or reasonably requested by the Assignee or its assignees, the Indenture Trustee or a Series Controlling Party to perfect, protect or more fully evidence the assignees' interests in the Contributed Trademarks or to enable the Assignee and/or its assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder.

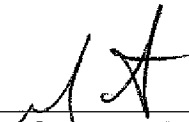
8. Counterparts. This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

9. Governing Law. THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

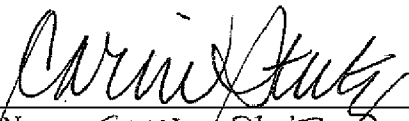
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IN WITNESS WHEREOF, the parties hereto have caused this TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT to be executed by their respective officers thereunto duly authorized as of the date and year first above written.

APPLEBEE'S INTERNATIONAL, INC.
as the Assignor

By: 
Name: Samuel M. Rothschild
Title: Vice President

APPLEBEE'S HOLDINGS LLC
as the Assignee

By: 
Name: Carin Stutz
Title: President

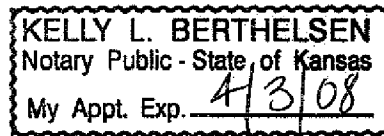
FOR ASSIGNOR:

STATE OF Kansas)
COUNTY OF Johnson) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Sam Pothschild known to me to be the Vice President of APPLEBEE'S INTERNATIONAL, INC. and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of APPLEBEE'S INTERNATIONAL, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 20th day of November, 2007.

Kelly L. Berthelsen
Notary Public



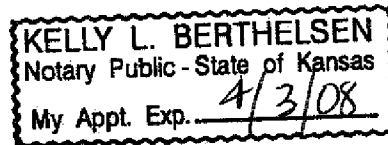
FOR ASSIGNEE:

STATE OF Kansas)
COUNTY OF Johnson) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Carin Stutz known to me to be the President of APPLEBEE'S HOLDINGS LLC and acknowledged that he signed the above and foregoing instrument as his free and voluntary act, on behalf of APPLEBEE'S HOLDINGS, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 20th day of November, 2007.

Kelly L. Berthelsen
Notary Public



SCHEDULE A TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Reg. No.
APPLEBEE'S TOGETHER IS GOOD [Class 43]	77/975,176	
APPLEBEE'S TOGETHER IS GOOD and Design [Class 43]	77/975,177	
