

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		10/19/2010	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Applebee's IP, 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: 56

Property Type	Number	Word Mark
Registration Number:	3186126	"A" IS FOR APPLEBEE'S
Registration Number:	2860138	ALL YOU CAN EAT NIGHTS
Registration Number:	1601596	AMERICA'S FAVORITE NEIGHBOR
Registration Number:	2167623	APPLEBEE BURGER
Registration Number:	2174392	APPLEBEE'S
Registration Number:	3126987	APPLEBEE'S
Registration Number:	1927107	APPLEBEE'S
Registration Number:	1695071	APPLEBEE'S
Serial Number:	77287079	APPLEBEE'S
Registration Number:	3116854	APPLEBEE'S ANYWHERE
Registration Number:	2924966	APPLEBEE'S CORE NEWS
Registration Number:	3126988	APPLEBEE'S GRILL
Registration Number:	3126430	APPLEBEE'S LEADERSHIP INSTITUTE

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Registration Number:	1477153	APPLEBEE'S NEIGHBORHOOD GRILL & BAR
Registration Number:	1480107	APPLEBEE'S NEIGHBORHOOD GRILL & BAR
Registration Number:	1926020	APPLEBEE'S NEIGHBORHOOD GRILL
Registration Number:	3028404	APPLEBEE'S RIBLETS ORIGINAL
Serial Number:	77297395	APPLEBEE'S TOGETHER IS GOOD
Serial Number:	77975176	APPLEBEE'S TOGETHER IS GOOD
Serial Number:	77287137	APPLEBEE'S TOGETHER IS GOOD.
Serial Number:	77975177	APPLEBEE'S TOGETHER IS GOOD.
Registration Number:	3123514	BIG FUN TRIP
Registration Number:	1783594	BREWUS
Registration Number:	2969882	CARSIDE TO GO
Registration Number:	3116745	CARSIDE TO GO
Registration Number:	2893600	CHICKEN TANGLERS
Registration Number:	2510402	EATIN' GOOD IN THE NEIGHBORHOOD
Registration Number:	3188439	FIESTA LIME CHICKEN
Registration Number:	3188875	FIRE GRILLED FAVORITES
Registration Number:	2720794	HONEY OF A DEAL
Registration Number:	3138570	IRRESIST-A-BOWLS
Registration Number:	2690341	IT'S GOT TO BE APPLEBEE'S
Registration Number:	2840241	IT'S NOT FAST FOOD - IT'S APPLEBEE'S FOOD FAST
Registration Number:	3148559	MAIN STREET RITA
Registration Number:	2552524	
Serial Number:	77289412	
Registration Number:	2588337	MUCHO BLUE SKIES
Registration Number:	2729844	MUCHO CRANRITA
Registration Number:	2588336	MUCHO MAMA
Registration Number:	2379470	MUCHO MARGARITA
Registration Number:	2662409	MUCHO MUDSLIDE
Registration Number:	2794399	NEIGHBORHOOD NIGHTS
Registration Number:	2538912	SALAD DAYS OF SUMMER
Registration Number:	2538010	SIMPLY IRRESISTI-BOWL
Registration Number:	3069596	SKILLET SENSATIONS
Registration Number:	3047168	SKILLET SSENSATIONS!
Registration Number:	2073776	SUMMER SQUEEZE
Registration Number:	1223740	T.J. APPLEBEE'S RX FOR EDIBLES & ELIXIRS

TRADEMARK

REEL: 004299 FRAME: 0147

Registration Number:	1481120	THEY KNOW ME AT APPLEBEE'S
Registration Number:	2695523	TO GO
Registration Number:	2984968	TO GO APPLEBEE'S EATIN' GOOD IN THE NEIGHBORHOOD
Serial Number:	77287257	TOGETHER IS GOOD
Serial Number:	77975156	TOGETHER IS GOOD
Registration Number:	3119040	TRIPLE CHOCOLATE MELTDOWN
Registration Number:	2142752	YOU BELONG AT APPLEBEE'S.
Registration Number:	2895850	YOU CALL IT IN. WE BRING IT OUT.

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	239540/23
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	10/19/2010

Total Attachments: 8
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of October 19th, 2010 (this "Release"), is made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association as trustee pursuant to the Indenture (as defined below), located at Sixth Street and Marquette Avenue MAC N9311-161, Minneapolis, Minnesota 55479, attention Corporate Trust Services/Asset Backed Administration (the "Assignor"), in favor of APPLEBEE'S IP, LLC, a Delaware limited liability company, located at c/o of Applebee's International, Inc. 4551 West 107th Street, Overland Park, Kansas 66207 (the "Assignee").

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notice of Grant of Security Interest in Trademarks (as defined below).

WITNESSETH

WHEREAS, the Assignee and the Assignor are parties to that certain Base Indenture, dated as of November 29, 2007, (as amended, amended and restated or otherwise modified, the "Indenture");

WHEREAS, pursuant to the Indenture, the Assignee Granted to the Assignor, for its own benefit and security and for the benefit and security of the other Secured Parties, certain intellectual property owned or thereafter acquired by Assignee, including the Trademarks and the goodwill of the business connected with the use of and symbolized by the Trademarks, the right to bring an action at law or in equity for any infringement, misappropriation, dilution or violations thereof occurring prior to, on or after the Closing Date, and to collect all damages, settlements and proceeds relating thereto, and all payments, proceeds and accrued or future rights to payment with respect to the foregoing, but in any event excluding any Excepted IP Assets (collectively, the "Trademark Collateral");

WHEREAS, pursuant to the Indenture, the Assignee executed and delivered to Assignor that certain Notice of Grant of Security Interest in Trademarks, dated November 29, 2007 (the "Notice");

WHEREAS, the Notice was recorded with the United States Patent and Trademark Office on February 8, 2008 at Reel/Frame No. 3716/0350;

WHEREAS, pursuant to the Notice, Assignee Granted to Assignor, for its own benefit and security and for the benefit and security of the other Secured Parties, a security interest in, and lien on, the Trademark Collateral, then owned or existing or thereafter acquired or arising (but excluding any Non-U.S. Intellectual Property Rights (except Non-U.S. IP Rights in the POS System) therein and 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 United States Patent and Trademark Office 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. Sections 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 grant and/or enforcement of the assignment or security interest shall be deemed effective under the Grant);

WHEREAS, the security interest in the Trademark Collateral may be terminated in accordance with the terms of the Indenture, as provided in the Notice,

WHEREAS, the Indenture is being satisfied and discharged, and the Lien of the Indenture is being released, on the date hereof; and

WHEREAS, in connection with the termination of the Indenture, the Assignor and the Assignee desire that the Assignor terminate and release its Grants in, to and under the Trademark Collateral, including, without limitation, the Trademarks set forth in Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby terminates, releases and discharges fully its Grants in, to and under all of the Trademark Collateral, including but not limited to the Trademarks on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignee.

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Grant of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Co-Assignees (or its agents or designees) reasonably request (at the Assignee's sole cost and expense) in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral.

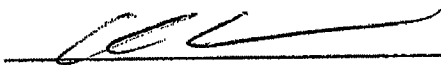
The Assignor acknowledges and agrees that the Assignee and its respective successors and assigns may rely upon this Release. Assignor represents and warrants that it has not transferred or assigned all or any part of its Grants in, to and under all of the Trademark Collateral, and that it has all necessary authority to execute the releases and discharges and all other rights set forth herein.

THIS RELEASE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[SIGNATURE PAGE FOLLOWS]

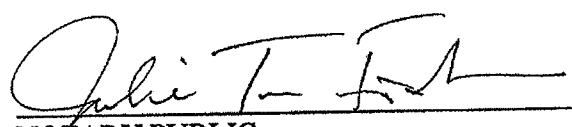
IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Chad Schafer
 Vice President
Title: _____

STATE OF MN

Before me, a Notary Public in and for the State of Minnesota, on this 19 day of October, 2010, personally appeared Chad Schafer, who, being duly sworn, signed and acknowledged the foregoing Trademark Security Agreement as his/her free act and deed.





NOTARY PUBLIC
My Commission Expires: 1-31-15



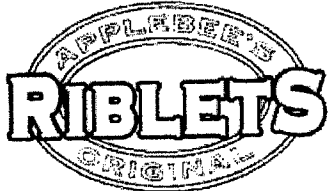


(SEAL)








**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS**






U.S. FEDERAL TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Serial No.	Reg. No.
"A" IS FOR APPLEBEE'S	78/684,004	3,186,126
ALL YOU CAN EAT NIGHTS and Design 	78/215,701	2,860,138
AMERICA'S FAVORITE NEIGHBOR	73/833,532	1,601,596
APPLEBEE BURGER	75/308,681	2,167,623
APPLEBEE'S	75/204,357	2,174,392
APPLEBEE'S	78/776,156	3,126,987
APPLEBEE'S	74/488,449	1,927,107
APPLEBEE'S and Design 	74/155,247	1,695,071
APPLEBEE'S and Design (Apple) 	77/287,079	
APPLEBEE'S ANYWHERE	78/661,607	3,116,854
APPLEBEE'S CORE NEWS	78/219,267	2,924,966
APPLEBEE'S GRILL	78/776,167	3,126,988
APPLEBEE'S LEADERSHIP INSTITUTE	78/691,618	3,126,430
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	73/576,958	1,477,153

Mark	Serial No.	Reg. No.
APPLEBEE'S NEIGHBORHOOD GRILL & BAR and Design (with Balloon) 	73/576,708	1,480,107
APPLEBEE'S NEIGHBORHOOD GRILL and Design 	74/387,188	1,926,020
APPLEBEE'S RIBLETS ORIGINAL and Design 	78/501,630	3,028,404
APPLEBEE'S TOGETHER IS GOOD [Class 35]	77/297,395	
APPLEBEE'S TOGETHER IS GOOD [Class 43]	77/975,176	
APPLEBEE'S TOGETHER IS GOOD and Design [Class 35] 	77/287,137	
APPLEBEE'S TOGETHER IS GOOD and Design [Class 43] 	77/975,177	
BIG FUN TRIP	78/691,628	3,123,514
BREW TUS	74/255,218	1,783,594

Mark	Serial No.	Reg. No.
CARSIDE TO GO and Design 	78/272,304	2,969,882
CARSIDE TO GO and Design (Cart Logo) 	78/636,155	3,116,745
CHICKEN TANGLERS	78/319,841	2,893,600
EATIN' GOOD IN THE NEIGHBORHOOD	76/229,557	2,510,402
FIESTA LIME CHICKEN	76/419,001	3,188,439
FIRE GRILLED FAVORITES	78/654,021	3,188,875
HONEY OF A DEAL and Design 	76/369,432	2,720,794
IRRESIST-A-BOWLS	78/684,016	3,138,570
IT'S GOT TO BE APPLEBEE'S	76/343,652	2,690,341
IT'S NOT FAST FOOD - IT'S APPLEBEE'S FOOD FAST	78/225,314	2,840,241
MAIN STREET RITA	78/739,169	3,148,559
Miscellaneous Design (Apple) 	76/261,734	2,552,524
Miscellaneous Design (New Apple) 	77/289,412	

Mark	Serial No.	Reg. No.
MUCHO BLUE SKIES and Design 	76/312,000	2,588,337
MUCHO CRANRITA MUCHO MAMA and Design 	76/148,302 76/311,973	2,729,844 2,588,336
MUCHO MARGARITA MUCHO MUDSLIDE and Design 	75/802,937 76/312,222	2,379,470 2,662,409
NEIGHBORHOOD NIGHTS and Design 	76/487,531	2,794,399
SALAD DAYS OF SUMMER and Design 	75/733,194	2,538,912
SIMPLY IRRESISTI-BOWL	76/166,414	2,538,010
SKILLET SENSATIONS	75/751,396	3,069,596
SKILLET SSENSATIONS! (Stylized) 	75/308,648	3,047,168
SUMMER SQUEEZE	75/121,295	2,073,776

Mark	Serial No.	Reg. No.
T. J. APPLEBEE'S RX FOR EDIBLES & ELIXIRS and Design 	73/292,397	1,223,740
THEY KNOW ME AT APPLEBEE'S (Stylized) 	73/576,706	1,481,120
TO GO and Design (Apple Logo) 	76/414,888	2,695,523
TO GO and Design (Cart Logo) 	78/262,287	2,984,968
TOGETHER IS GOOD [Class 35]	77/287,257	
TOGETHER IS GOOD [Class 43]	77/975,156	
TRIPLE CHOCOLATE MELTDOWN	78/225,340	3,119,040
YOU BELONG AT APPLEBEE'S (Stylized) 	75/267,604	2,142,752
YOU CALL IT IN. WE BRING IT OUT.	78/319,845	2,895,850