

FORM PTO-1594 (Rev. 3-93) **RECC** 05-04-2004

OMB No. 0651-0011 (exp. 1/94) Tab settings = = =

To the Honorable Commissioner of Patents and Trademark Office

1. Name of conveying party(ies):
 Flagstar Corporation, Denny's Inc.,
 El Pollo Loco, Inc., Flagstar Systems, Inc.,
 DFO Inc., and Quincy's Restaurants, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Zalkin, Rodin & Goodman LLP
 Internal Address: Attn: Michelle Scotti
 Street Address: 750 Third Avenue
 City: NY State: NY ZIP: 10017

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 16, 1997

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
 See Schedule A attached hereto
 B. Trademark Registration No.(s)
 See Schedule B attached hereto

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Zalkin, Rodin & Goodman LLP
 Internal Address: Attn: Michelle Scotti
 Street Address: 750 Third Avenue
 City: NY State: NY ZIP: 10017

6. Total number of applications and registrations involved: 74

7. Total fee (37 CFR 3.41).....\$ 1965.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if payment by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michelle S. Scotti
 Name of Person Signing

Michelle S. Scotti
 Signature

7/21/97
 Date

Total number of pages including cover sheet, attachments, and document: 74

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 REEL: 1612 FRAME: 0276

RECEIVED
 JUL 22 1997
 DEPARTMENT OF COMMERCE
 and Trademark Office



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SCHEDULE ATRADEMARK APPLICATION NUMBERS

<u>TRADEMARK</u>	<u>OWNER</u>	<u>APPLICATION NUMBER</u>
FIESTA BOWLS	El Polle Loco, Inc.	75/201,078
(Owl & Moon) MISCELLANEOUS (DESIGN)	DFO, Inc.	74/630,552
POLLO BOWL	El Pollo Loco, Inc.	75/197,417
TRUE BLUE AMERICAN FOOD	Flagstar Enterprises, Inc.	75/282,732

TRADEMARK
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SCHEDULE BTRADEMARK REGISTRATION NUMBERS

<u>TRADEMARK</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
'TIL DAWN AND DESIGN	DFO, Inc.	1,944,147
	DFO, Inc.	1,933,324
	DFO, Inc.	1,957,609
ALL-AMERICAN SLAM	DFO, Inc.	1,950,994
BAXTERS'S AND DESIGN	Coco's Restaurant, Inc.	1,209,282
BELGIAN WAFFLE SLAM	DFO, Inc.	1,701,982
BRING IT ON HOME	QUINCY'S RESTAURANT, INC.	1,827,889
BRING IT ON HOME AND DESIGN	QUINCY'S RESTAURANT, INC.	1,827,888
BRING IT ON HOME WITH QUINCY'S TAKE-OUT AND DESIGN	QUINCY'S RESTAURANT, INC.	1,827,887
COUNTRY SIDEBOARD	FLAGSTAR CORPORATION	1,705,608
DENNY'S	DFO, Inc.	740,359
	DFO, Inc.	736,161
	DFO, Inc.	1,053,390
DENNY'S (STYLIZED)	DFO, Inc.	862,087
	DFO, Inc.	866,599
NEW DENNY'S (STYLIZED)	DFO, Inc.	1,903,868
DENNY'S 10 MINUTE GUARANTEE AND DESIGN	DFO, Inc.	1,798,307
DENNY'S AND DESIGN (old logo)	DFO, Inc.	1,720,986

TRADEMARK
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<u>TRADEMARK</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
DENNY'S AND DESIGN (New Logo)	DFO, Inc.	1,886,750
DENNY'S BAKESHOP PIES	DFO, Inc.	1,707,054
DENNY'S GRAND SLAM MENU AND DESIGN	DFO, Inc.	1,728,447
DENNY'S MUG O' COFFEE	DFO, Inc.	1,948,748
DENNY'S TIL DAWN	DFO, Inc.	1,720,991
DENNYBURGER	DFO, Inc.	1,946,773
DENNYBURGER COMBO	DFO, Inc.	1,946,770
EL POLLO LOCO <CRAZY CHICKEN>	EL POLLO LOCO, INC.	1,237,518
EL POLLO LOCO AND DESIGN <CRAZY CHICKEN>	EL POLLO LOCO, INC.	1,409,639
FIESTA DENNY'S (STYLIZED)	DFO, Inc.	1,954,673
FIT FARE	DFO, Inc.	1,996,275
FIT FARE AND DESIGN	DFO, Inc.	2,005,386
FLAGSTAR	FLAGSTAR CORPORATION	1,841,028
	FLAGSTAR CORPORATION	1,841,028
FLAGSTAR (Stylized)	FLAGSTAR CORPORATION	1,840,849
	FLAGSTAR CORPORATION	1,847,954
FOR PEOPLE ON THE RUN	DFO, Inc.	1,722,783
FRENCH SLAM	DFO, Inc.	1,735,075
GRAND SLAM	DFO, Inc.	1,813,884
GRAND SLAM BREAKFAST	DFO, Inc.	1,277,223
HARVEST SLAM	DFO, Inc.	1,945,643
INTERNATIONAL SLAM	DFO, Inc.	1,944,111
JR. GRAND SLAM	DFO, Inc.	1,270,950

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<u>TRADEMARK</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
MAN HOLD BEER MUG (SAM'S)	DFO, Inc.	887,645
(SUNBURST) MISCELLANEOUS DESIGN	DFO, Inc.	1,062,490
(OWL & MOON) MISCELLANEOUS DESIGN	DFO, Inc.	1,935,682
	DFO, Inc.	1,942,832
MOONS OVER MY HAMMY	DFO, Inc.	1,946,766
PLAY IT AGAIN SLAM	DFO, Inc.	1,736,807
*Q STYLIZED	FLAGSTAR CORPORATION	1,141,647
*QUINCY'S	FLAGSTAR CORPORATION	1,291,549
*QUINCY'S FAMILY STEAKHOUSE AND DESIGN	FLAGSTAR CORPORATION	1,624,203
QUINCY'S SIZZILIN' STRIP	QUINCY'S RESTAURANT, INC.	1,847,794
SCRAM SLAM	DFO, Inc.	1,945,642
SENIOR BELGIAN WAFFLE SLAM	DFO, Inc.	1,757,060
SENIOR GRAND SLAM	DFO, Inc.	1,700,685
SOFT BAKES	DFO, Inc.	1,942,771
SOUTHERN SLAM	DFO, Inc.	1,743,375
*SPARTAN FOOD SYSTEMS & LOGO	SPARTAN FOOD SYSTEM, INC.	1,660,044
SUPER BIRD	DFO, Inc.	1,378,319
SUPER SLAM	DFO, Inc.	1,944,101
TAQUITO COMPLETO PLATTER	DFO, Inc.	1,946,772
THE CRAZY CHICKEN	EL POLLO LOCO, INC.	1,237,519
THE DELIINGER	DFO, Inc.	1,946,765
THE ORIGINAL MEXICAN CHAR- BROILED CHICKEN	EL POLLO LOCO, INC	1,498,099

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<u>TRADEMARK</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
THE STAR SPANGLED BURGER	DFC, Inc.	1,948,747
TRULY DELECTABLE	DFC, Inc.	1,815,564
TRULY DELECTABLE (STYLIZED)	DFC, Inc.	1,815,565
ULTIMATE OMELETTE	DFC, Inc.	1,645,411
WE'VE GOT A STEAK WITH YOUR NAME ON IT	QUINCY'S RESTAURANT, INC.	2,052,911
WHERE VALUE HITS A GRAND SLAM EVERY DAY	DFC, Inc.	1,945,632
WHY GO ANYWHERE ELSE?	QUINCY'S RESTAURANT, INC.	1,949,623



Document Separator

TRADEMARK
REEL: 002955 FRAME: 0281

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 11, 1997, made by the Persons listed on the signature pages under the caption "Grantors" (the "Grantors") and the Additional Grantors (as defined in Section 14(b)) to The Chase Manhattan Bank, with an office at 270 Park Avenue, New York, New York 10017, as agent (the "Agent") for the benefit of the Banks (as defined in the Credit Agreement referred to below).

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the Agent, the Banks, the Grantors (which includes the Borrower), Flagstar Companies, Inc. ("FCI") and certain direct and indirect subsidiaries of the Borrower are entering into a Revolving Credit and Guaranty Agreement dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, unless otherwise defined herein, terms defined in the Credit Agreement are used herein as therein defined; and

WHEREAS, it is a condition precedent to the making of Loans and the issuance of Letters of Credit that the Grantors shall have granted to the Agent for the ratable benefit of the Banks a security interest, pledge and lien on substantially all of the Grantors' assets and properties (including, without limitation, all intellectual property) and the proceeds thereof and in furtherance thereof, that the Grantors shall have executed and delivered this Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors and the Agent agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and pledges to the Agent for its benefit and for the ratable benefit of the Banks, and hereby grants to the Agent for its benefit and for the ratable benefit of the Banks, a lien on and security interest in (except to the extent such assignment, pledge or grant would violate the terms of any license agreement with any other person in connection with any of the Trademarks, as defined below, or such other person's names or marks, whether such Grantor is a licensee or licensor under any such license agreement), the entire right, title and interest of such Grantor

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(a) All trademarks, service marks, trade names and trade dress and all trademark and service mark registrations and applications for trademark or service mark registration in the United States (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed) and throughout the world (including, without limitation, each trademark and service mark registration and application for trademark and service mark registration identified on Schedule I attached hereto and made a part hereof), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), (iii) the right to sue or otherwise recover for all past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law), together, in each case, with the goodwill of the business connected with the use of, and symbolized by each such trademark, service mark, trade name and trade dress (such trademarks, service marks, trade names, trade dress, registrations, applications, renewals, income, royalties, damages, payments and other rights being, collectively, the "Trademarks"); and

(b) All license agreements with any other Person in connection with any of the Trademarks or such other Person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement (subject, in each case, to the terms of such license agreements), and the right to prepare for sale, sell and advertise for sale, all inventory (as defined in the Uniform Commercial Code in effect in the State of New York (the "NYUCC"), to the extent now or hereafter owned by each Grantor and now or hereafter covered by such licenses (the "Licenses").

SECTION 2. Security for Obligations. The assignment and pledge of and grant of a security interest in the Trademark Collateral by each Grantor pursuant to this Agreement (collectively, the "Security Interests") secures the payment of all Obligations of such Grantor now or hereafter existing under the Loan Documents, under the Existing Hedge Agreement or the Bank Hedge Agreements, as the case may be (and any other documents in respect of such Obligations), and in respect of Indebtedness permitted by Section 6.3 (vi) of the Credit Agreement, whether for principal, interest, fees, expenses or otherwise (all such Obligations being the "Secured Obligations").

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The Security Interests granted by this Agreement are granted in conjunction with the security interests granted to the Agent in other assets of the Grantors, as set forth in the Credit Agreement and the other Loan Documents.

SECTION 3. Representations and Warranties. Each Grantor represents and warrants on the date hereof and on each date that representations and warranties are deemed made by any Grantor or the Borrower under the Credit Agreement as follows:

(a) Such Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto and the Licenses free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement, and except for any such encumbrances which do not have a material adverse impact on the economic value of any of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto, and except as permitted by Section 5 of this Agreement. No effective financing statement or other instrument similar in effect covering all or any part of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto or the Licenses purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the United States Patent and Trademark Office, except such as may have been filed in favor of the Agent relating to this Agreement.

(b) Set forth on Schedule I below the name of such Grantor is a complete and accurate list of all of the federal registrations and applications for federal registration of the Trademarks owned by such Grantor.

(c) Each federal trademark and service mark registration and application for registration of such Grantor identified on Schedule I is subsisting and, to the best of such Grantor's knowledge, has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to the best of such Grantor's knowledge, valid, registrable and enforceable. Each License of such Grantor, to the best of such Grantor's knowledge, is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to the best of such Grantor's knowledge, valid and enforceable. Such Grantor has notified the Agent in writing of all prior uses of any federal registrations and applications for

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registration of the Trademarks listed on Schedule I hereto of which such Grantor is aware, which would in the reasonable judgment of such Grantor lead to such Trademarks becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(d) Such Grantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any third person with respect to any part of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto which would materially interfere with its business as currently carried on under any such registrations or applications for registrations.

(e) Such Grantor has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark listed on Schedule I, except inadvertent omissions thereof.

(f) Such Grantor has the unqualified right to enter into this Agreement and to perform its terms.

(g) Except for (i) the appropriate filings with the United States Patent and Trademark Office, and (ii) the appropriate filings under Article 9 of the Uniform Commercial Code, no consent of any other Person (other than licensors of any License to which any Grantor is a licensee), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is required in the United States either (x) for the granting by such Grantor of the Security Interests granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, or (y) for the perfection of or the exercise by the Agent of its rights and remedies hereunder, except where the failure to obtain, take, give or make such authorizations, consents, approvals, actions, notices or filings would not, and would not be reasonably likely to, have a material adverse effect on the financial condition, operations, business, properties or assets of the Grantors and FCI taken as a whole.

(h) The consummation of actions contemplated under or in connection with the Loan Documents to be performed by such Grantor, will not impair the legal right of such Grantor to use any of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto.

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(i) Such Grantor has no knowledge of the existence of any trademark, service mark, trade name or trade dress, or license agreement held or claimed by any other Person that, if upheld, would preclude such Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto (except, in each case, to the extent that such Grantor has granted an exclusive license to another person), or that would materially interfere with the ability of such Grantor to carry on its business as currently carried on, and, such Grantor has no knowledge of any claim that is likely to be made that if upheld would preclude or materially interfere with its business as currently carried on under any of the federal registrations and applications for registration of the Trademarks listed on Schedule I hereto.

(j) No material claim in any court or in the United States Patent and Trademark Office has been made (and, as to any trademark, service mark, trade name, or trade dress with respect to which such Grantor is a licensee, to the best knowledge of such Grantor, no material claim has been made against the third party licensor), and such Grantor has no knowledge of any material claim that has been made or is likely to be made, that the use by such Grantor of any Trademark Collateral does or may violate the rights of any Person.

(k) Such Grantor, to the best of its knowledge, has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under or in connection with any Trademark Collateral, and has taken whatever steps necessary to ensure that all licensed users of any Trademark Collateral use such consistent standards of quality.

SECTION 4. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Agent may reasonably request, in order to (i) continue, perfect and protect any Security Interest granted or purported to be granted hereby, or (ii) enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file such financing or continuation

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statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve the Security Interests granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, if, before the Secured Obligations have been satisfied in full, it (i) obtains an ownership interest in any new trademark, service mark, trade name and trade dress, or trademark or service mark registration or application for trademark or service mark registration which is not now identified on Schedule I, (ii) enters into any new license agreement, subject, in each case, to the terms of the license agreements, or (iii) becomes entitled to the benefit of any trademark, service mark, trade name and trade dress (which is materially important to the business of such Grantor), trademark or service mark registration, application for trademark or service mark registration, license agreement or license agreement renewal, (x) the provisions of Section I shall automatically apply thereto, and (y) any such mark, registration, application, or license agreement, together with the goodwill of the business connected with the use of the mark or symbolized by it, shall automatically become part of the Trademark Collateral. Each Grantor shall give prompt written notice to the Agent of each new trademark or service mark registration or application for registration. Each Grantor authorizes the Agent to modify this Agreement by amending Schedule I to include any such new trademark or service mark registration, or application for trademark or service mark registration which becomes part of the Trademark Collateral under this Section, or which, in the reasonable business judgment of each such Grantor, is a material trademark or service mark registration or application for trademark or service mark registration.

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Each Grantor shall, where consistent with prudent business practices, use best efforts to negotiate new license agreements subject to the grant of the security interest created by this Agreement.

(e) Each Grantor agrees (i) to prosecute diligently any trademark or service mark application that is part of Schedule I, (ii) to file applications for registration of any trademark or service mark which is or becomes material to its business, (iii) to take all necessary steps in any proceeding before the United States Patent and Trademark Office or in any court, to maintain and protect each material trademark, service mark, trade name, trade dress and trademark or service mark registration, and each license agreement, and (iv) to participate in opposition, cancellation and infringement proceedings in each case, such actions under clauses (i) through (iv) above, to be taken as and to the extent Grantor, in the exercise of its reasonable commercial judgment, deems necessary or desirable. Any expenses incurred in connection with such activities shall be borne by such Grantor. If any Grantor fails to comply with any of the foregoing duties, the Agent shall have the right, but not the obligation, to effect compliance in the name of the Grantor to the extent permitted by law, at the Grantor's expense.

(f) Except as may be permitted by the Credit Agreement, no Grantor shall (i) abandon any trademark or service mark registration or application for trademark or service mark registration, or any trademark, service mark or trade name, without the written consent of the Agent, which consent shall not be unreasonably withheld, except where such abandonment would not be reasonably likely to have a material adverse effect on the financial condition, operations, business, properties or assets of the Grantors and FCI taken as a whole, or (ii) take any action, or permit any action to be taken by any other Persons to the extent such Persons are subject to its control, or fail to take any action, which would materially and adversely affect the validity, perfection, priority or enforcement of the rights transferred herein to the Agent under this Agreement, and any such action or agreement if it shall be entered into or taken, shall be null and void and of no effect whatsoever. Each Grantor agrees to notify the Agent immediately and in writing if such Grantor learns (i) that any material item of the Trademark Collateral may become abandoned, or (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material part of the Trademark Collateral.

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(g) In the event that any material item of the Trademark Collateral is infringed or misappropriated by a third party, any Grantor having any right, title or interest in such Trademark Collateral shall promptly notify the Agent and shall, unless such Grantor shall reasonably determine that such Trademark Collateral is of immaterial economic value to such Grantor, take all reasonable steps and actions to defend against and enjoin the infringement or misappropriation, and shall take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect and enforce such Trademark Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor.

(h) Each Grantor shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

(i) Each Grantor agrees (i) to maintain the quality of any and all products or services of such Grantor used or provided in connection with the Trademark Collateral, consistent with the quality of said products and services as of the date hereof and (ii) to take all reasonable steps to ensure that all licensees of any Trademark Collateral maintain consistent standards of quality, consistent with the standards in effect on the date hereof.

SECTION 5. Transfers and Other Liens. Each Grantor shall not, except as otherwise permitted under the Credit Agreement:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Trademark Collateral, except that any Grantor may license the Trademark Collateral (i) in the ordinary course of such Grantor's business, provided that such Grantor, in the exercise of its reasonable commercial judgment, determines that such license is necessary or desirable in the conduct of such Grantor's business, or (ii) in connection with a sale or transfer of assets as provided in the Credit Agreement, provided that such license shall be on terms reasonably expected to maximize the gain to such Grantor resulting from the granting of such license,

(b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the Security Interests created by this Agreement or permitted by the Credit Agreement, or

(c) take any other action in connection with any of the Trademark Collateral that would impair the value of the interest or rights thereunder of such Grantor or that would impair the interest or rights of the Agent or the Banks.

Nothing in this Section 5 will prevent licenses by any Grantor to another Subsidiary Guarantor.

SECTION 6. Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable for the collection of any payments relating to the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

SECTION 7. Agent May Perform.

(a) If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 11(b).

(b) The Agent or its designated representatives shall have the right, at any reasonable time during normal business hours and from time to time, upon reasonable notice, and without undue interruption to the business of such Grantor, to inspect the premises of any Grantor and to examine the books, records and operations of any Grantor (including, without limitation, any Grantor's quality control processes) relating to the Trademark Collateral.

SECTION 8. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers.

SECTION 9. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to the Agent, all the rights and remedies of a Bank in default under the NYUCC (whether or not the NYUCC applies to the affected Trademark Collateral) and also may (i) exercise any and all rights and remedies of any Grantor under or otherwise in respect of the Trademark Collateral, (ii) require any Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or any part of the documents embodying the Trademark Collateral as directed by the Agent and make such documents available to the Agent at a place to be designated by the Agent which is reasonably convenient to both the Agent and such Grantor, (iii) occupy, for a reasonable period and without obligation to such Grantor in respect of such occupation, any premises owned or leased by any Grantor where documents embodying the Trademark Collateral or any part thereof are assembled in order to effectuate the Agent's rights and remedies hereunder or under law, and (iv) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral by any Grantor, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and such Grantor shall supply to the Agent or its designee such Grantor's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and its customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or

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private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

(c) All payments made under or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11) in whole or in part by the Agent for the ratable benefit of the Banks against, all or any part of the Secured Obligations, in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the respective Grantors or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 10. Waiver of Automatic Stay. In order to induce the Banks to make Loans to, and the Fronting Bank to issue Letters of Credit for the account of, the Borrower as a debtor-in-possession under the Bankruptcy Code, each of the Grantors other than the Borrower unconditionally and irrevocably agrees that, in the event that any Grantor shall file a petition under the Bankruptcy Code or under any other similar federal or state law, the Agent and the Banks shall be entitled, and such Grantor hereby unconditionally and irrevocably consents, to relief from the automatic stay so as to allow the Agent and the Banks to exercise their rights and remedies under the Loan Documents with respect to the Trademark Collateral, including taking possession of the Trademark Collateral or otherwise exercising any of their rights and remedies with respect to the Trademark Collateral. In such event, each such Grantor hereby agrees that it shall not, in any manner, oppose or otherwise delay any motion filed by the Agent or any Bank for relief from the automatic stay. The Agent's and the Banks' enforcement of the right granted herein for relief from the automatic stay is subject to the approval of the Bankruptcy Court.

SECTION 11. Indemnity and Expenses.

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(a) Each Grantor agrees to indemnify the Agent from and against any and all claims, losses and liabilities arising out of, or in connection with or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result from the Agent's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and costs of its counsel and of any experts and agents, that the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of the rights of the Agent or the Banks hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. All rights of the Agent and Security Interests granted hereunder, and each of the Grantor's Obligations, shall, to the extent permitted by law, be absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, or any agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document (other than this Agreement), including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or otherwise;

(iii) any taking and holding of Trademark Collateral or guarantees for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any Trademark Collateral or such guarantees, or any nonperfection of any Trademark Collateral, or any consent to departure from any such guaranty;

(iv) any manner of application of Trademark Collateral, or proceeds thereof, to all or any of the

Secured Obligations, or the manner of sale or other disposition of any Trademark Collateral;

(v) any consent by any Bank or the Agent to the change, restructuring or termination of the corporate structure or existence of any Grantor and any corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(vi) any modification, compromise, settlement or release by the Agent or any Bank, by operation of law or otherwise (except any of the foregoing with respect to this Agreement), collection or other liquidation of the Secured Obligations or the liability of any Grantor or FCI, or of the Trademark Collateral, in whole or in part, and any refusal of payment by the Agent or any Bank, in whole or in part, from any obligor, any Grantor or FCI in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(vii) any other circumstance (including, but not limited to, any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, the Grantor or FCI.

The granting of a Security Interest in the Trademark Collateral shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by the Agent or any Bank upon the insolvency, bankruptcy or reorganization of any Grantor or otherwise, all as though such payment had not been made.

SECTION 13. Waiver. Each Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Secured Obligations (as that term is defined in this Agreement) and this Agreement and any requirement that the Agent or any Bank protect, secure, perfect or insure any Security Interest or any property subject thereto or exhaust any right or take any action against any Grantor or any other Person or any collateral.

SECTION 14. Amendments, Etc.

(a) Except as provided in subsection (b) to this Section 14, no amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure to exercise nor any delay in exercising, on the part of the Agent or any of the Banks, any right, power or privilege under this Agreement shall operate as a waiver thereof; further, no single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) Any trademark security agreement supplement hereto shall be in substantially the form of Exhibit A hereto (each a "Trademark Security Agreement Supplement"), and upon the execution and delivery thereof by any Person (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the supplements attached to each Trademark Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedule I hereto, and the Agent may attach such supplements to such Schedule as supplemented pursuant hereto.

SECTION 15. Addresses for Notices. All notices and other communications to any party provided for hereunder shall be in writing (including telegraphic, telecopy, telex or cable communication) and mailed, telegraphed, telecopied, telexed, cabled or delivered, addressed to such party, in the case of any Grantor, at its address referred to in Section 10.1 of the Credit Agreement, in the case of the Agent, at the address of the Agent referred to in Section 10.1 of the Credit Agreement, or as to any party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall be effective (a) when received, if mailed or delivered, or (b) when delivered to the telegraph company, transmitted by telecopier, confirmed by telex answerback or delivered to the cable company, respectively, addressed as aforesaid.

SECTION 16. Continuing Security Interest; Transfer of Notes; Release and Reassignment of Collateral.

(a) This Agreement shall create a continuing Security Interest in the Trademark Collateral and shall (i) remain in full force and effect until the cash payment in full of the Secured Obligations, (ii) be binding upon each Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Banks and their respective successors, transferees and assigns, including, but not limited to, those provided in the Credit Agreement. Without limiting the generality of the foregoing clause (iii), any Bank may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Loans owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Bank herein or otherwise, in each case subject to and as provided for in Section 10.3 of the Credit Agreement.

(b) In the case of any Collateral pledged or assigned, or in which a security interest is granted hereunder by any Grantor, upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Credit Agreement (other than sales of Inventory in the ordinary course of business), the Agent will, at such Grantor's expense, execute and deliver to any Grantor, any such documents as such Grantor shall reasonably request to evidence the release of such item of Trademark Collateral from the assignment and security interest granted hereby; provided, however, as to clause (ii) above, that (x) at the time of such request and such release no Event of Default (or event or condition which upon notice or lapse of time or both would constitute an Event of Default) shall have occurred and be continuing, (y) such Grantor shall have delivered to the Agent, at least 10 Business Days prior to the date of the proposed release, or such shorter period acceptable to the Agent under this Agreement, a written request for release describing the item of Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Credit Agreement and as to such other matters as the Agent may request, and (z) any proceeds of any such sale, lease, transfer or other disposition required to be applied to the prepayment of

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Loans or reduction in Commitments in accordance with the Credit Agreement shall be so applied.

(c) Upon the cash payment in full of the Secured Obligations, the Security Interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert and be reassigned to the respective Grantors. Upon any such termination, the Agent will, at such Grantor's expense, execute and deliver to each Grantor such documents as such Grantor shall reasonably request to evidence such termination and reassignment.

SECTION 17. Transactions Permitted Under the Credit Agreement. Nothing contained in this Agreement shall in any manner prohibit or restrict any Grantor or any of its Subsidiaries from consummating any transaction, entering into any agreement or otherwise taking any action expressly permitted under the Credit Agreement.

SECTION 18. Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

SECTION 19. Execution in Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

SECTION 20. GOVERNING LAW; TERMS. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF THE UNITED STATES OR ANY OTHER JURISDICTION OTHER THAN THE STATE OF NEW YORK. UNLESS OTHERWISE DEFINED HEREIN OR IN THE CREDIT AGREEMENT, TERMS USED IN ARTICLE 8 OR 9 OF THE U.C.C. ARE USED HEREIN AS THEREIN DEFINED.

SECTION 21. WAIVER OF TRIAL BY JURY. EACH GRANTOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION,

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PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

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

GRANTORS

FLAGSTAR CORPORATION

By: [Signature]
Title:

DENNY'S, INC.

By: [Signature]
Title:

EL POLLO LOCO, INC.

By: [Signature]
Title:

FLAGSTAR SYSTEMS, INC.

By: [Signature]
Title:

QUINCY'S RESTAURANTS, INC.

By: [Signature]
Title:

DFO, INC.

By: [Signature]
Title:

AGENT

THE CHASE MANHATTAN BANK,
as Agent

By: _____
Title:

PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY.

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

GRANTORS

FLAGSTAR CORPORATION

By: _____
Title: _____

DENNY'S, INC.

By: _____
Title: _____

EL POLLO LOCO, INC.

By: _____
Title: _____

FLAGSTAR SYSTEMS, INC.

By: _____
Title: _____

QUINCY'S RESTAURANTS, INC.

By: _____
Title: _____

DFO, INC.

By: _____
Title: _____

AGENT

THE CHASE MANHATTAN BANK,
as Agent

By: WPF
Title: William P. Rindfuss
Vice President

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TRADEMARK
REEL: 1612 FRAME: 0148

SOUTH CAROLINA
STATE OF ~~NEW-YORK~~)
)
COUNTY OF ~~NEW-YORK~~) ss.:
SPARTANBURG

On the 16th day of July, 1997, before me personally came Ronald B. Hutchison to me known, who, being by me duly sworn, did depose and say he resides at Greenville, SC and that he is a Vice President and Treasurer of Flagstar Corporation, the corporation described in and which executed the above instrument.

Linnell S. Heale
Notary Public for SC
My commission expires 11/30/2000

[Notarial Seal]

SOUTH CAROLINA
STATE OF ~~NEW-YORK~~)
) ss.:
COUNTY OF ~~NEW-YORK~~)
SPARTANBURG

On the 16th day of July, 1997, before me personally came Ronald B. Hutchison to me known, who, being by me duly sworn, did depose and say he resides at Greenville, SC and that he is a Vice President and Treasurer of Denny's, Inc., the corporation described in and which executed the above instrument.

Linnell S. Heale
Notary Public for SC
My commission expires 11/30/2000

[Notarial Seal]

[Doc #10731]

TRADEMARK
REEL: 1612 FRAME: 0149

SOUTH CAROLINA
STATE OF ~~NEW-YORK~~)
) ss.:
COUNTY OF ~~NEW-YORK~~
SPARTANBURG

On the 16th day of July, 1997, before me personally came Ronald B. Hutchison to me known, who, being by me duly sworn, did depose and say he resides at Greenville, SC and that he is a Vice President and Treasurer of El Pollo Loco, Inc., the corporation described in and which executed the above instrument.

Linnelle S. Holden
Notary Public for SC
My commission expires 11/30/2000

[Notarial Seal]

SOUTH CAROLINA
STATE OF ~~NEW-YORK~~)
) ss.:
COUNTY OF ~~NEW-YORK~~
SPARTANBURG

On the 16th day of July, 1997, before me personally came Ronald B. Hutchison to me known, who, being by me duly sworn, did depose and say he resides at Greenville, SC and that he is the Vice President of Flagstar Systems, Inc., the corporation described in and which executed the above instrument.

Linnelle S. Holden
Notary Public for SC
My commission expires 11/30/2000

[Notarial Seal]

SOUTH CAROLINA)
STATE OF ~~NEW-YORK~~)
COUNTY OF ~~NEW-YORK~~) ss.:
SPARTANBURG

On the 16th day of July, 1997, before me personally came Ronald B. Hutchison, to me known, who, being by me duly sworn, did depose and say he resides at Greenville, SC and that he is the Vice President and Treasurer of Quincy's Restaurants, Inc., the corporation described in and which executed the above instrument.

Lynelle S. Hester
Notary Public for SC
My commission expires 11/30/2000

[Notarial Seal]

SOUTH CAROLINA)
STATE OF ~~NEW-YORK~~)
COUNTY OF ~~NEW-YORK~~) ss.:
SPARTANBURG

On the 16th day of July, 1997, before me personally came Ronald B. Hutchison, to me known, who, being by me duly sworn, did depose and say he resides at Greenville, SC and that he is the Vice President and Treasurer of DFC, Inc., the corporation described in and which executed the above instrument.

Lynelle S. Hester
Notary Public for SC
My commission expires 11/30/2000

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 15 day of July, 1997, before me personally came William P. Rindbuss, to me known, who, being by me duly sworn, did depose and say he resides at 3 W. 43rd St., New York, NY 10024, and that he is a Vice President of The Chase Manhattan Bank, a New York banking corporation described in and which executed the above instrument.

Brenda S. Mevorah
Notary Public

(Notarial Seal)

BRENDA S. MEVORAH
Notary Public, State of New York
No. 24-4815411
Qualified in Kings County
Commission Expires March 30, 1999

TRADemark
REEL: 002955 FRAME: 0153

SCHEDULE I

19-May-97 Country List Page: 1

Chart: 2659 FLAGSTAR CORPORATION

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Received Date	Attorney
CHERRY'S RESTAURANT and Design	Registered	118799-03	517,724	15-Mar-85	1,184,765	23-Feb-86	25-Feb-86	BLW
Owner: Carrow Restaurants, Inc.								
CARROW'S RESTAURANT and Design	Registered	118799-04	505,068	21-Oct-84	1,159,116	10-Sep-85	10-Sep-85	BLW
Owner: Carrow Restaurants, Inc.								
NOBODY OVER 18 ALLOWED	Registered	118799-05	7,900,719	19-Oct-85	2,601,547	17-Sep-86	17-Sep-86	BLW
Owner: Carrow Restaurants, Inc.								
PATCHES AND KIT	REGISTERED	118799-06	74,621,904	01-Feb-95	1,585,198			BLW
Owner: Carrow Restaurants, Inc.								
STILL AS GOOD AS IT WAS	Registered	118799-07	631,367	08-Feb-85	1,944,224	26-Dec-95	26-Dec-05	BLW
Owner: Carrow Restaurants, Inc.								
TIL DAWN AND DESIGN	Registered	116982-44	74,625,751	26-Jan-95	1,944,147	26-Dec-95	26-Dec-95	BLW
Owner: DFO, Inc.								
TIL DAWN AND DESIGN	Registered	116982-45	74,625,753	26-Jan-95	1,933,334	07-Nov-95	07-Nov-05	BLW
Owner: DFO, Inc.								
TIL DAWN AND DESIGN	Registered	116982-49	74,630,559	04-Feb-95	1,937,609	28-Feb-96	20-Feb-06	BLW
Owner: DFO, Inc.								
ALL-AMERICAN SLAM	Registered	116982-38	74,623,642	28-Jan-95	1,939,994	23-Jan-96	23-Jan-96	BLW
Owner: DFO, Inc.								
BEUTERFLUTER DESIGN	Registered	116982-43	288,046	07-Mar-88	1,944,224	26-Dec-95	26-Dec-95	BLW
Owner: Carrow Restaurants, Inc.								
BELGIAN WAFFLE SLAM	Registered	116982-13	74,150,887	25-Mar-91	1,701,912	21-Jul-92	21-Jul-02	BLW
Owner: DFO, Inc.								

TRADEMARK
REEL: 012 FRAME: 0154

Country List

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Client: 26650 FLAGSTAR CORPORATION

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Class	Attorney
BRING IT ON HOME	Registered	121486-06	74/402,872	18-Jun-93	1,821,889	22-Mar-94	Class: 42	BLW
Owner: QUINCY'S RESTAURANT, INC.								
BRING IT ON HOME AND DESIGN	Registered	121486-05	74/402,871	18-Jun-93	1,821,888	22-Mar-94	Class: 42	BLW
Owner: QUINCY'S RESTAURANT, INC.								
BRING IT ON HOME WITH QUINCY'S TAKE-OUT AND DESIGN	Registered	121486-04	74/402,870	18-Jun-93	1,821,887	22-Mar-94	Class: 42	BLW
Owner: QUINCY'S RESTAURANT, INC.								
BRINGER FANTASIA	Registered	118802	832,468	07-Sep-79	1,118,623	01-Jan-81	Class: 42	BLW
Owner: Ruby Restaurants, Inc.								
CAFE ON THE PLAZA	Registered	118801	537,894	13-Jan-84	1,999,021	01-Aug-85	Class: 42	BLW
Owner: Far West Concepts, Inc.								
CARROWS	Registered	118795	504,963	22-Oct-84	1,150,867	16-Jul-85	Class: 42	BLW
Owner: Carrows Restaurants, Inc.								
CARROWS and Design	Registered	118799-01	105,842	23-Oct-84	1,351,084	23-Jul-85	Class: 42	BLW
Owner: Carrows Restaurants, Inc.								
CARROFS CAFE & BAKERY	Registered	118799-02	74/101,696	01-Oct-90	1,660,817	24-Dec-91	Class: 42	BLW
Owner: Carrows Restaurants, Inc.								
CHARLEY BROWNS and Design	Registered	118795	342,011	05-Jul-88	907,698	09-Feb-74	Class: 42	BLW
Owner: Coca-Cola Restaurants, Inc.								
CHARLEY BROWNS GRILL	Registered	118795-01	215,284	23-Oct-91	1,714,107	08-Sep-92	Class: 42	BLW
Owner: Coca-Cola Restaurants, Inc.								

TRADEMARK REEL: 002955 FRAME: 0155

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Mark
11-10-97	Registered	118795-02	740026-599	19-Jun-90	1,817,811	16-Oct-90	16-Dec-00	BLW
Owner: Coco's Restaurants, Inc. Classes: 39								
COCO'S	Registered	118795-01	820,579	19-Jun-90	7,819,199	23-Oct-90	23-Oct-00	BLW
Owner: Coco's Restaurants, Inc. Classes: 41								
COCO'S BAKERY RESTAURANT	Registered	118795-04	720,603	02-May-89	1,354,181	27-Aug-89	26-Aug-09	BLW
Owner: Coco's Restaurants, Inc. Classes: 43								
COCO'S FAMOUS HAMBURGERS	Registered	118795-05	480,357	15-Jun-73	6,994,118	24-Sep-74	24-Sep-04	BLW
Owner: Coco's Restaurants, Inc. Classes: 43								
COUNTRY SIDESHOW	Registered	114261-04	74167,027	16-May-91	1,703,603	04-Aug-92	04-Aug-02	BLW
Owner: FLAGSTAR CORPORATION Classes: 41								
PRUDENT BAY YACHT CLUB	Registered	118003-01	685-381	14-Jul-88	1,889,193	09-Mar-88	06-Mar-88	TWH
Owner: Juleb Restaurants, Inc. Classes: 41								
DENNY'S	Registered	116962	72110,978	19-Dec-60	740,359	06-Nov-62	06-Nov-62	BLW
Owner: DFO, Inc. Classes: 42								
DENNY'S	Registered	116963-01	72124,624	25-Jul-61	731,161	14-Aug-62	14-Aug-62	BLW
Owner: DFO, Inc. Classes: 42								
DENNY'S	Registered	116963-05	73875,577	28-Jun-76	1,051,390	20-Nov-76	23-Nov-86	BLW
Owner: DFO, Inc. Classes: 29,30,32								
DENNY'S (STYLIZED)	Registered	116962-02	72281,035	25-Sep-67	862,087	17-Dec-68	17-Dec-08	BLW
Owner: DFO, Inc. Classes: 29,30,32								
DENNY'S (STYLIZED)	Registered	116963-03	72281,046	25-Sep-67	865,999	11-Mar-69	11-Mar-09	BLW
Owner: DFO, Inc. Classes: 42								
NEW DENNY'S (STYLIZED)	Registered	116962-26	74449,000	28-Oct-93	1,401,868	04-Jul-95	04-Jul-05	BLW
Owner: DFO, Inc. Classes: 42								

* Document has been filed with the PTO to change partnership to Quincy's Restaurants, Inc.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
DENNY'S 10 MINUTE GUARANTEE AND DESIGN Owner: DFO, Inc.	Registered	116962-22	747280,318	01-Jan-92	1,798,387	12-Oct-91	12-Oct-93	BLW
DENNY'S AND DESIGN (OLD LOGO) Owner: DFO, Inc.	Registered	116962-19	747234,957	08-Jan-92	1,720,986	29-Sep-91	29-Sep-02	BLW
DENNY'S AND DESIGN (NEW LOGO) Owner: DFO, Inc.	Registered	116962-23	747448,984	20-Oct-91	1,816,790	28-Mar-91	28-Mar-03	BLW
DENNY'S BAKESHOP PIES Owner: DFO, Inc.	Registered	116962-17	747187,222	22-Jan-91	1,787,854	11-Aug-92	11-Aug-02	BLW
DENNY'S GRAND SLAM MENU AND DESIGN Owner: DFO, Inc.	Registered	116962-20	747256,898	08-Jan-92	1,728,447	27-Oct-92	27-Oct-02	BLW
DENNY'S MUG O' COFFEE Owner: DFO, Inc.	Registered	116962-32	747521,309	19-Jan-93	1,543,744	16-Jan-96	16-Jan-06	BLW
DENNY'S TIL DAWN Owner: DFO, Inc.	Registered	116962-21	747239,184	21-Jan-92	1,728,991	29-Sep-92	29-Sep-02	BLW
DENNYBURGER Owner: DFO, Inc.	Registered	116962-43	747623,649	20-Jan-93	1,946,773	09-Jan-96	09-Jan-06	BLW
DENNYBURGER COMBO Owner: DFO, Inc.	Registered	116962-15	747623,631	20-Jan-93	1,946,770	09-Jan-96	09-Jan-06	BLW
PREPARED HITS Owner: Coco's Restaurants, Inc.	Pending	118795-08	833,856	13-Feb-93				BLW
EDIE'S DRIVER Owner: Coco's Restaurants, Inc.	Registered	118795-07	174,265	14-Jan-91	1,696,667	23-Jan-92	23-Jan-02	BLW

19-May-97 Country List Page 4

Case: 1667 FLAGSTAR CORPORATION

TRADEMARK REEL: 002955 FRAME: 0156

19-Mar-97

Country List

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Class: 2654 FLAGSTAR CORPORATION

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Examiner
EL POLLO LOCO <CRAZY CHICKEN>	Registered	116903-01	737902,431	21-Mar-91	1,237,519	18-May-93	18-May-03 BLW
Owner: EL POLLO LOCO, INC.						16-Sep-96	16-Sep-96 BLW
EL POLLO LOCO AND DESIGN <CRAZY CHICKEN>	Registered	116903-02	737900,157	19-Sep-94	1,439,639	16-Sep-96	16-Sep-96 BLW
Owner: EL POLLO LOCO, INC.						29,33,42	29,33,42 BLW
FIESTA BOWLS	Pending	116903-04	757201,078	20-Nov-96			
Owner: EL POLLO LOCO, INC.						29,30,31	06-Feb-96 BLW
FIESTA DENNY'S (STYLIZED)	Registered	116902-53	74623,638	20-Jan-95	1,954,673	04-Feb-96	06-Feb-96 BLW
Owner: DFO, Inc.						20-Aug-96	20-Aug-96 BLW
FIT FARE	Registered - Supplemental	116902-42	74623,646	20-Jan-95	1,996,775	20-Aug-96	20-Aug-96 BLW
Owner: DFO, Inc.						190,101	190,101 BLW
FIT FARE AND DESIGN	Registered - Supplemental	116902-41	74623,645	20-Jan-95	2,005,366		
Owner: DFO, Inc.						100,101	100,101 BLW
FLAGSTAR	Registered	114261-06	74385,637	03-May-93	1,841,028	21-Jan-94	21-Jan-04 BLW
Owner: FLAGSTAR CORPORATION						42	42 TWH
FLAGSTAR	Registered	114262-07	74385,657	03-May-93	1,841,028	21-Jan-94	21-Jan-04 BLW
Owner: FLAGSTAR CORPORATION						35	35 TWR
FLAGSTAR (Stylized)	Registered	114262-09	74410,471	09-Jul-93	1,860,449	21-Jan-94	21-Jan-04 BLW
Owner: FLAGSTAR CORPORATION						35	35 TWH
FLAGSTAR (Stylized)	Registered	114261-10	74410,478	09-Jul-93	1,847,954	02-Aug-94	02-Aug-04 BLW
Owner: FLAGSTAR CORPORATION						42	42 TWH
FOR PEOPLE ON THE RUN	Registered	116902-18	74719,850	07-Nov-91	1,722,781	06-Oct-92	06-Oct-02 BLW
Owner: DFO, Inc.						42	42 BLW
FRENCH SLAM	Registered	116902-14	74719,800	23-Mar-91	1,735,075	24-Nov-92	24-Nov-02 BLW
Owner: DFO, Inc.						46	46 BLW

FLAGSTAR

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 REEL: 002955 FRAME: 0157

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TRADEMARK
REF: 1612 TRADE: 0158

18-May-91 Country List Page 6

Client: 2649 FLAGSTAR CORPORATION

Trademark	Status	Can Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Alternaty
GRAND SLAM	Registered	116962-16	74179,897	24-Jun-91	1,813,814	28-Dec-92	28-Dec-02	BLW
Owner: DFO, Inc. Classes: 46								
GRAND SLAM BREAKFAST	Registered	116962-06	73399,189	01-Oct-92	1,277,223	08-May-94	08-May-94	BLW
Owner: DFO, Inc. Classes: 46								
SLAVEST SLAM	Registered	116962-39	74623,643	20-Jan-95	1,945,643	02-Jun-96	02-Jan-06	BLW
Owner: DFO, Inc. Classes: 46								
FRANKFRIEGER	Registered	118961-61	377,541	01-Dec-78	6,336,980	14-Mar-72	14-Mar-02	BLW
Owner: Frankfurter-Genossenschaft, Inc. Classes: 42								
INTERNATIONAL SLAM	Registered	116962-40	74623,644	28-Jul-95	1,944,111	28-Dec-95	26-Dec-03	BLW
Owner: DFO, Inc. Classes: 46								
LAGOS RESTAURANT AND BAR	Registered	118962-02	676,681	09-Feb-79	1,277,062	16-Aug-73	16-Aug-97	BLW
Owner: Job's Restaurants, Inc. Classes: 42								
KOSHERIA TREE	Registered	118795-08	400,307	16-Aug-71	930,997	15-Jan-73	15-Jan-03	BLW
Owner: Kosher Restaurants, Inc. Classes: 42								
JR. GRAND SLAM	Registered	116962-07	73405,529	10-Dec-91	1,276,358	28-Mar-94	20-Mar-04	BLW
Owner: DFO, Inc. Classes: 46								
RESTOR HOUSE (STYLIZED)	Registered	118961-02	129,016	02-Oct-61	6,746,397	19-Mar-63	19-Mar-03	BLW
Owner: Fur West Company, Inc. Classes: 25, 33, 46								
LOBSTER HOUSE (STYLIZED)	Registered	118961-03	136,346	10-Sep-76	0,923,247	07-Dec-71	07-Dec-01	BLW
Owner: Fur West Company, Inc. Classes: 42								
MALIBU SEA LOBBY-SK	Registered	118102-03	601,278	29-May-86	1,421,944	01-Feb-87	01-Feb-07	BLW
Owner: Job's Restaurants, Inc. Classes: 42								
MAN HOLD BEER MUG (SALM'S)	Registered	116962-54	72016,003	31-Jan-69	887,445	10-Mar-70	23-May-90	BLW
Owner: DFO, Inc. Classes: 42								

* Document has been filed with the PTO to change ownership to Quincy's Restaurants, Inc.

Trademark	Status	Case Number	Applicant Number	Filing Date	Registrars Number	Registration Date	Renewal Date	Attorney
(Surrest) MISCELLANEOUS DESIGN	Registered	116967-44	73/855,149	16-Jan-75	1,062,494	29-Mar-77	29-Mar-97	BLW
Owner: DFO, Inc.					Classes: 42			
(Orlinton) MISCELLANEOUS DESIGN	Registered	116962-46	74/926,773	30-Jan-95	1,955,632	14-Nov-95	14-Nov-05	BLW
Owner: DFO, Inc.					Classes: 22,39			
(Orlinton) MISCELLANEOUS DESIGN	Registered	116962-47	74/926,774	30-Jan-95	1,942,802	19-Dec-95	19-Dec-05	BLW
Owner: DFO, Inc.					Classes: 2,13,23,29,38,33,40,50			
(Orlinton) MISCELLANEOUS DESIGN	Published	116962-48	74/639,552	06-Feb-95				BLW
Owner: DFO, Inc.					Classes: 100,101			
MOONS OVER MY HAMMY	Registered	116962-29	74/623,206	19-Jan-95	1,945,766	09-Jan-96	09-Jan-06	BLW
Owner: DFO, Inc.					Classes: 46			
PLAY IT AGAIN SLAM	Registered	116962-10	74/150,802	25-Mar-91	1,736,807	01-Dec-92	01-Dec-02	BLW
Owner: DFO, Inc.					Classes: 46			
POLO BOWL	Pending	116963-05	75/197,417	13-Nov-94				BLW
Owner: EL POLO LOCO, INC.					Classes: 29			
* Q STYLIZED	Registered	121416-02	73/132,455	30-Jan-77	1,141,647	18-Nov-80	18-Nov-90	BLW
Owner: FLAGSTAR CORPORATION					Classes: 42			
* QUINCY'S	Registered	121416-01	73/437,097	01-Aug-83	1,291,549	21-Aug-84	21-Aug-04	BLW
Owner: FLAGSTAR CORPORATION					Classes: 42			
* QUINCY'S FAMILY STEAKHOUSE AND DESIGN	Registered	121416	73/825,161	14-Sep-89	1,424,203	28-Nov-90	20-Nov-00	BLW
Owner: FLAGSTAR CORPORATION					Classes: 42			
QUINCY'S SEZZLIN STRIP	Registered	121416-03	74/400,690	10-Jan-93	1,847,794	02-Aug-94	02-Aug-04	BLW
Owner: QUINCY'S RESTAURANT, INC.					Classes: 42			
REBORN-B-LES	Registered	116962-14	516,712	03-Jan-86	1,407,774	26-Aug-86	26-Aug-06	BLW
Owner: Green's Restaurants, Inc.					Classes: 42			

Country List

Class: 2619 FLAGSTAR CORPORATION

FRANCK: 1612 FRAME: 0160

Country List

Class 2680 FLAGSTAR CORPORATION

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Address
REUBENS	Registered	116952-09	576,531	06-Jun-86	1,426,579	09-Dec-86	09-Dec-86	BLW
Owner: Good's Restaurants, Inc.						Class: 46		
SCRAM SLAM	Registered	116952-37	74623,641	28-Jan-95	1,943,642	02-Jan-96	07-Jun-05	BLW
Owner: DFO, Inc.						Class: 46		
SENIOR BELGIAN WAFFLE SLAM	Registered	116952-11	74150,805	25-Mar-91	1,757,668	09-Mar-93	09-Mar-93	BLW
Owner: DFO, Inc.						Class: 46		
SENIOR GRAND SLAM	Registered	116952-12	74150,806	25-Mar-91	1,700,685	14-Jul-92	14-Jul-02	BLW
Owner: DFO, Inc.						Class: 46		
SOFTBAKES	Registered	116952-31	74623,303	19-Jan-95	1,942,771	19-Dec-95	19-Dec-05	BLW
Owner: DFO, Inc.						Class: 46		
SOUTHERN SLAM	Registered	116952-15	74159,089	23-Mar-91	1,743,375	28-Dec-92	29-Dec-02	BLW
Owner: DFO, Inc.						Class: 46		
SPARTAN FOOD SYSTEMS & LOGO	Registered	114262	74988,408	16-Aug-90	1,666,044	06-Oct-91	08-Oct-01	BLW
Owner: SPARTAN FOOD SYSTEM, INC.						Class: 35		TWH
SPARTAN FOOD SYSTEM, INC.	Registered	114795-14	623,975	10-Jun-74	1,003,423	08-Jun-74	28-Jun-95	BLW
Owner: Coast Restaurants, Inc.						Class: 46		
SUPPER BIRD	Registered	116952-03	71500,634	24-Sep-84	1,278,319	1-Jan-86	14-Jan-06	BLW
Owner: DFO, Inc.						Class: 30		
SUPER SLAM	Registered	116952-34	741623,416	20-Jan-95	1,944,101	26-Dec-95	26-Dec-05	BLW
Owner: DFO, Inc.						Class: 46		

* Document has been filed with the PTO to change ownership to Flagstar Systems, Inc.

TRADEMARK
REEL: 002955 FRAME: 0312

Country List

Class 2659 FLAGSTAR CORPORATION

Trademark	Status	Date Number	App. No. Number	Filing Date	Registration Number	Registration Date	Revised Date	Abbrevy
TAQUITO COMPLETO PLATTER Owner: DFO, Inc.	Registered	116962-34	74672,639	28-Jan-93	1,946,772	09-Jan-96	09-Jan-96	BLW
Classes: 46								
THE CRAZY CHICKEN Owner: EL POLLO LOCO, INC.	Registered	116963	73062,442	23-Mar-83	1,237,519	10-May-83	10-May-00	BLW
Classes: 29,42								
THE DELICINGER Owner: DFO, Inc.	Registered	116962-28	74673,304	19-Jan-95	1,946,763	09-Jan-96	09-Jan-06	BLW
Classes: 46								
THE ORIGINAL MEXICAN CHAR-BROILED CHICKEN Owner: EL POLLO LOCO, INC.	Registered	116963-03	73650,419	20-Mar-87	1,498,699	26-Jul-88	26-Jul-08	BLW
Classes: 42								
THE FLAGHOUSE Owner: Coors' Restaurant, Inc.	Registered	116965-12	823,800	22-Apr-77	1,079,386	13-Dec-77	13-Dec-91	BLW
Classes: 42								
THE STAR SPANGLED BURGER Owner: DFO, Inc.	Registered	116962-27	74673,303	19-Jan-95	1,946,747	16-Jan-96	16-Jan-06	BLW
Classes: 46								
TRUE BLUE AMERICAN FOOD Owner: FLAGSTABLENTERPRISES, INC.	Pending	116962-06	75072,732	13-Dec-96				BLW
Classes: 42								
TRULY DELECTABLE Owner: DFO, Inc.	Registered - Supplemental	116962-23	74367,424	12-Mar-93	1,815,564	04-Jan-94	04-Jan-04	TWH BLW
Classes: 30								
TRULY DELECTABLE (STYLIZED) Owner: DFO, Inc.	Registered - Supplemental	116962-24	74367,425	12-Mar-93	1,815,565	04-Jan-94	04-Jan-04	BLW
Classes: 30								
FIRST AND SLOWEST Owner: Coors' Restaurant, Inc.	Registered	116963-11	746107	08-Feb-88	1,200,958	14-Nov-89	14-Nov-89	BLW
Classes: 46								
ULTIMATE OMBLETTE Owner: DFO, Inc.	Registered	116962-09	74690,161	18-Apr-98	1,645,411	21-May-91	21-May-81	BLW
Classes: 29								

** TOTAL PAGE.010 **

Trademark	Status	Class	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Examiner	Desk	Agency
WE'VE GOT A STEAK WITH YOUR HAMB ON IT	Registered	Class: 42	12146-09	75/132,617	11-Jan-96	2,653,911	15-Apr-97	15-Apr-07		BLW
Owner: QUINCY'S RESTAURANT, INC.										
WHERE VALUE BEATS A GRAND SLAM EVERY DAY	Registered	Class: 43	11690-33	74/623,110	19-Jan-95	1,943,632	02-Jan-96	02-Jan-06		BLW
Owner: DFO, Inc.										
WHY GO ANYWHERE ELSE?	Registered	Class: 100,101	12146-07	74/610,232	12-Dec-94	1,943,633	16-Jan-96	16-Jan-06		BLW
Owner: QUINCY'S RESTAURANT, INC.										

Country List

Client 3658 FLAGSTAR CORPORATION

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RECORDING: 07/22/1997

TRADIMARK REEL: 002955 FRAME: 0313

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of December 29, 1999, from The Chase Manhattan Bank as Collateral Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Secured Party"), to Denny's, Inc., a California corporation, El Pollo Loco, Inc., a Delaware corporation, Flagstar Enterprises, Inc., an Alabama corporation, Flagstar Systems, Inc., a Delaware corporation, and Quincy's Restaurants, Inc., an Alabama corporation (collectively, the "Borrowers"), Advantica Restaurant Group, Inc. a Delaware corporation ("Parent"), and certain subsidiaries ("Subsidiaries") of the Parent (the Parent and Subsidiaries collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of January 7, 1998, among the Grantors, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Agent for the Lenders (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office ("PTO") on April 8, 1998, at Reel 1722, Frame 0070; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows:

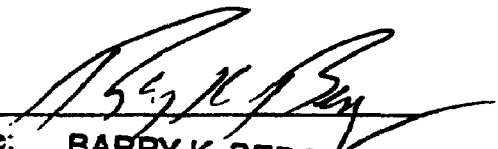
1. **Collateral:** The term "Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature in:

(a) the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of the business of El Pollo Loco, Inc., a Delaware corporation, connected with and symbolized by the foregoing; and

2. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE CHASE MANHATTAN BANK,
as Agent

By: 
Name: BARRY K. BERGMAN
Title: VICE PRESIDENT

STATE OF New York)
COUNTY OF New York)

ss.:

On this 21st day of Dec, 1999, before me personally appeared Barry Bergman to me known who, being by me duly sworn, did depose and say that he is a Vice President of The Chase Manhattan Bank, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by The Chase Manhattan Bank.

Ruby V. Sulloch
Notary Public

(Affix Seal Below)

RUBY V. SULLOCH
Notary Public, State of New York
No. 60-47000
Qualified in Westchester County
Commission Expires May 31, 2000

Schedule A

<u>U.S. Trademark/Application</u>	<u>U.S. Registration Number</u>
El Pollo Loco <Crazy Chicken>	1,237,518
Tortilla Loco Wraps/75/343,577	
The Crazy Chicken	1,237,519
El Pollo Loco and Design <Crazy Chicken>	1,409,639
The Original Mexican Char-Broiled Chicken	1,498,099
Loco Wraps/75/337,943	
Pollo Bowl	2,132,185
Tortilla Loco Wraps and Design/75/343,575	