Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
DFO, LLC	FORMERLY f/k/a DFO, Inc.	112/15/2006	LIMITED LIABILITY COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	100 Federal Street
Internal Address:	MA5-100-11-02
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	1950994	ALL-AMERICAN SLAM
Registration Number:	3045056	APPLESAUCE SWIMMERS
Registration Number:	2219066	COUNTRY SCRAMBLE
Registration Number:	3027395	CUCUMBER CRAVERZ
Registration Number:	2992224	D-ZONE
Registration Number:	2469927	DENNY'S CLASSIC DINER
Registration Number:	2469928	DENNY'S CLASSIC DINER
Registration Number:	2512281	DENNY'S DINER CLASSIC OPEN 24 HOURS
Registration Number:	2372959	DENNY'S DINER
Registration Number:	2372993	DENNY'S DINER
Registration Number:	2372994	DENNY'S DINER
Registration Number:	2377637	DENNY'S DINER
Registration Number:	2653324	DENNY'S TRADEMARK

TRADEMARK REEL: 003447 FRAME: 0011

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Registration Number:	1720986	DENNY'S
Registration Number:	1886750	DENNY'S
Registration Number:	2320275	DENNY'S
Registration Number:	2364727	DENNY'S
Registration Number:	0866599	DENNY'S
Registration Number:	0862087	DENNY'S
Registration Number:	1903868	DENNY'S
Registration Number:	0736161	DENNY'S
Registration Number:	1053390	DENNY'S
Registration Number:	0740359	DENNY'S
Registration Number:	2888674	DENNY'S ALL NIGHT
Registration Number:	1720991	DENNY'S TIL DAWN
Registration Number:	2964207	DENVER SCRAMBLE
Registration Number:	3051982	DUSK 'TIL DAWN
Registration Number:	1996275	FIT FARE
Registration Number:	2761133	
Registration Number:	1735075	FRENCH SLAM
Registration Number:	2980325	FRENCH-TOASTIX
Registration Number:	2896910	A GOOD PLACE TO SIT AND EAT.
Registration Number:	1813884	GRAND SLAM
Registration Number:	1277223	GRAND SLAM BREAKFAST
Registration Number:	2683460	GRAND SLAM SLUGGER
Registration Number:	2802016	GREAT FOOD AND GREAT SERVICE BY GREAT PEOPLEEVERY TIME!
Registration Number:	3086695	HEARTLAND SCRAMBLE
Registration Number:	1270950	JR. GRAND SLAM
Registration Number:	2611072	MAJOR LEAGUE BURGERS
Registration Number:	1946766	MOONS OVER MY HAMMY
Registration Number:	2005185	
Registration Number:	2577906	PIZZA PARTY
Registration Number:	1736807	PLAY IT AGAIN SLAM
Registration Number:	3027397	POTATO VOLCANO
Registration Number:	1757060	SENIOR BELGIAN WAFFLE SLAM
Registration Number:	2881173	SHRIMPSAHOY
Registration Number:	2592374	SLAM
		TDADEMARK

Registration Number:	2569543	SLIM SLAM
Registration Number:	1743375	SOUTHERN SLAM
Registration Number:	1378319	SUPER BIRD
Registration Number:	1944101	SUPER SLAM
Registration Number:	2966985	SUPER SCRAMBLES
Registration Number:	2683459	THE TRIPLE PLAY
Registration Number:	2536481	TIL DAWN
Registration Number:	2695449	THE TRIPLE PLAY DEAL
Registration Number:	1645411	ULTIMATE OMELETTE

CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

Phone: 617-951-8464

Email: paula.mazzeo@bingham.com

Correspondent Name: Paula A. Mazzeo
Address Line 1: 150 Federal Street

Address Line 2: Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Paula A. Mazzeo		
Signature:	/PAMazzeo/		
Date:	12/19/2006		

Total Attachments: 22

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EXECUTION VERSION

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of December 15, 2006 (this "Agreement"), between DFO, LLC (f/k/a DFO, Inc.), a Delaware limited liability company (the "Debtor"), and BANK OF AMERICA, N.A. ("Bank of America"), as collateral agent (the "Collateral Agent") under the Amended and Restated Credit Agreement dated as of December 15, 2006, (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among DENNY'S, INC. and DENNY'S REALTY, LLC (each of the foregoing, individually, a "Borrower" and, collectively, the "Borrowers"), CORPORATION ("Parent"), DENNY'S HOLDINGS, INC. ("Denny's Holdings"), the Debtor, the Lenders party thereto and Bank of America, as Administrative Agent and as Collateral Agent.

Reference is made to the Trademark Security Agreement dated as of September 21, 2004 (as amended, supplemented, waived or otherwise modified from time to time, the "Existing Trademark Security Agreement"), among the Debtor and the Collateral Agent.

WHEREAS, the Borrowers have requested, among other things, to amend and restate the Existing Credit Agreement (as defined in the Credit Agreement) on the terms and conditions set forth in the Credit Agreement and the Administrative Agent, the Collateral Agent, the Lenders and the other parties thereto are willing to amend and restate the Existing Credit Agreement on the terms and conditions set forth in the Credit Agreement.

WHEREAS, the obligations of the Lenders to enter into the Credit Agreement and to extend credit to the Borrowers thereunder are conditioned upon, among other things, the amendment and restatement of the Existing Trademark Security Agreement in the form of this Agreement and the execution and delivery of this Agreement by the parties hereto.

NOW THEREFORE, the Debtor and the Collateral Agent hereby agree as follows:

SECTION 1. Definitions; Interpretation.

- (a) Terms Defined in Guarantee and Collateral Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Guarantee and Collateral Agreement.
- (b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

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

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

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

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

- (c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (d) Construction. The rules of construction specified in Section 1.03 of the Credit Agreement shall also apply to this Agreement.

SECTION 2. Security Interest. Grant of Security Interest. The Debtor hereby ratifies and confirms its collateral assignment, pledge and grant of security interest made pursuant to Section 2 of the Existing Trademark Security Agreement, and, for the avoidance of doubt, as security for the payment or performance, as the case may be, in full of the Obligations, the Debtor hereby collaterally assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any or all of the following assets and properties now owned or at any time hereafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

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

SECTION 3. Supplement to Guarantee and Collateral Agreement. This Agreement has been entered into in conjunction with the security interests granted under the Guarantee and Collateral Agreement. The rights and remedies of the Collateral Agent with respect to the

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security interests granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. The Debtor represents and warrants to the Collateral Agent that a true and correct list of all the existing Collateral consisting of Trademarks, Trademark Licenses or applications owned by the Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. The Debtor ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof. The Collateral Agent is further authorized to file with the PTO (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by the Debtor, without the signature of the Debtor, and naming the Debtor as debtor and the Collateral Agent as secured party. The Debtor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the security interest granted hereby and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest granted hereby and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. Without limiting the generality of the foregoing, the Debtor hereby authorizes the Collateral Agent, with prompt notice thereof to the Debtor, to supplement this Agreement by supplementing Schedule A or adding additional schedules hereto to specifically identify any asset or item that may constitute Trademarks; provided that the Debtor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by the Debtor hereunder with respect to such Collateral. The Debtor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 6. Binding Effect. This Agreement shall be binding upon the Debtor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Debtor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Debtor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Guarantee and Collateral Agreement or the Credit Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW TO THE EXTENT THAT THE

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APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

SECTION 8. Amendment. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Debtor, subject to any consent required in accordance with Section 9.02 of the Credit Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern.

SECTION 9. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 10. *Headings*. Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability in such jurisdiction of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. *Notices*. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement.

SECTION 13. *Terminations or Release*. This Agreement and the security interests granted hereby shall terminate in accordance with the termination provisions of section 7.15 of the Guarantee and Collateral Agreement.

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

DFO, LLC

By:

Denny's, Inc.

Its:

Sole Member

Name: Alex Lewis

Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

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

By:

Name: Tamisha U. Eason

Title: Vice President

SCHEDULE A to the Trademark Security Agreement

Debtor: DFO, LLC

U.S. Trademarks

Domestic Mark	Jurisdiction	Class	Owner	Status	Reg./Serial #	Reg./Filing Dat
All-American Slam	US	29	DFO, LLC	Registered	1,950,994	23-Jan-96
Applesauce Swimmers	US	29	DFO, LLC	Registered	3,045,056	17-Jan-06
Country Scramble	US	29	DFO, LLC	Registered	2,219,066	19-Jan-99
Cucumber Craverz	US	29	DFO, LLC	Registered	3,027,395	13-Dec-05
D-Zone	US	43	DFO, LLC	Registered	2,992,224	6-Sep-05
Denny's Classic Diner (and Design)	US	42	DFO, LLC	Registered	2,469,927	17-Jul-01
Denny's Classic Diner (and Design)	US	42	DFO, LLC	Registered	2,469,928	17-Jul-01
Denny's Classic Diner (and Design)	US	42	DFO, LLC	Registered	2,512,281	27-Nov-01
Denny's Diner (Stylized)	US	42	DFO, LLC	Registered	2,372,959	1-Aug-00
Denny's Diner (and Design)	US	42	DFO, LLC	Registered	2,372,993	1-Aug-00
Denny's Diner (and Design)	US	42	DFO, LLC	Registered	2,372,994	1-Aug-00
Denny's Diner (and Design)	US	42	DFO, LLC	Registered	2,377,637	15-Aug-00
Denny's (and Design)	US	42	DFO, LLC	Registered	2,653,324	26-Nov-02
Denny's (and Design)	US	42	DFO, LLC	Registered	1,720,986	29-Sep-92
Denny's (and Design)	US	42	DFO, LLC	Registered	1,886,750	28-Mar-95

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Denny's (and Design)	US	42	DFO, LLC	Registered	2,320,275	22-Feb-00
Denny's (Stylized)	US	42	DFO, LLC	Registered	2,364,727	4-Jul-00
Denny's (Stylized)	US	42	DFO, Inc.	Registered	866,599	11-Mar-69
Denny's (Stylized)	US	42	DFO, Inc.	Registered	862,087	17-Dec-68
Denny's (Stylized)	US	42	DFO, LLC	Registered	1,903,868	4-Jul-95
Denny's	US	42	DFO, LLC	Registered	736,161	14-Aug-62
Denny's	US	29, 30, 32	DFO, LLC	Registered	1,053,390	23-Nov-76
Denny's (Stylized)	US	42	DFO, LLC	Registered	740,359	6-Nov-62
Denny's All Night (and Design)	US	43	DFO, LLC	Registered	2,888,674	28-Sep-04
Denny's Til Dawn	US	42	DFO, LLC	Registered	1,720,991	29-Sep-92
Denver Scramble	US	29	DFO, LLC	Registered	2,964,207	28-Jun-05
Dusk 'Til Dawn	US	42	DFO, LLC	Registered	3,051,982	31-Jan-06
Fit Fare	US	42	DFO, LLC	Registered	1,996,275	20-Aug-96
(Design only)	US	43	DFO, LLC	Registered	2,761,133	9-Sep-03
French Slam	US	30	DFO, LLC	Registered	1,735,075	24-Nov-92
French-toastix	US	30	DFO, LLC	Registered	2980325	7-26-06
A Good Place to Sit and Eat	US	43	DFO, LLC	Registered	2,896,910	26-Oct-04
Grand Slam	US	29	DFO, LLC	Registered	1,813,884	28-Dec-93
Grand Slam Breakfast	US	29	DFO, LLC	Registered	1,277,223	8-May-84
Grand Slam Slugger	US	29	DFO, LLC	Registered	2,683,460	4-Feb-03

Great Food and Great Service by Great PeopleEvery Time!	US	43	DFO, LLC	Registered	2,802,016	6-Jan-04
Heartland Scramble (Block letters)	US	29	DFO, LLC	Registered	3,086,695	25-Apr-06
Jr. Grand Slam	US	29	DFO, LLC	Registered	1,270,950	20-Mar-84
Major League Burgers	US	30	DFO, LLC	Registered	2,611,072	27-Aug-02
Moons Over My Hammy	US	30	DFO, LLC	Registered	1,946,766	9-Jan-96
(Design only)	US	42	DFO, LLC	Registered	2,005,185	1-Oct-96
Pizza Party	US	30	DFO, LLC	Registered	2,577,906	11-Jun-02
Play It Again Slam	US	29	DFO, LLC	Registered	1,736,807	1-Dec-92
Potato Volcano	US	29	DFO, LLC	Registered	3,027,397	13-Dec-05
Senior Belgian Waffle Slam	US	30	DFO, LLC	Registered	1,757,060	03/09/1993
ShrimpsAhoy	US	29	DFO, LLC	Registered	2,881,173	7-Sep-04
Slam	U.S.	29, 30	DFO, LLC	Registered	2,592,374	9-Jul-02
Slim Slam	US	30	DFO, LLC	Registered	2,569,543	14-May-02
Southern Slam	US	29	DFO, LLC	Registered	1,743,375	29-Dec-92
Super Bird	US	30	DFO, LLC	Registered	1,378,319	14-Jan-86
Super Slam	US	29, 30	DFO, LLC	Registered	1,944,101	26-Dec-95
Super Scrambles (Block letters)	US	29	DFO, LLC	Registered	2,966,985	12-Jul-05
The Triple Play	US	29	DFO, LLC	Registered	2,683,459	4-Feb-03

'Til Dawn	US	42	DFO, LLC	Registered	2,536,481	5-Feb-02
The Triple Play Deal	US	29	DFO, LLC	Registered	2,695,449	11-Mar-03
Ultimate Omelette	US	29	DFO, LLC	Registered	1,645,411	21-May-91

Pending U.S. Trademark Applications

None

International Trademarks

International Mark	Country	Class	Owner ¹	Status	App. #/Filing Date	Reg. #/Date	Renewal Date
Denny's and French Diamond Design	Argentina	42	DFO, LLC	Regist ered	1928848 07/24/94	1,593,942 03/18/96	18-Mar-06
Denny's	Aruba	43	DFO, LLC	Regist ered	4-Aug-03	22933 05/28/2004	4-Aug-13
Denny's	Australia	30	DFO, LLC	Regist ered	A454,325 10/27/86	A454,325 10/27/87	27-Oct-07
Denny's (word mark)	Australia	42	DFO, LLC	Regist ered	714,263 07/31/96	714263 10/07/97	31-Jul-16
Denny's	Australia	29	DFO, LLC	Regist ered	A454,324	A454324 10/27/96	27-Oct-07
Denny's (word mark)	Australia	42	DFO, LLC	Regist ered	A454,326	A454326 10/27/86	27-Oct-07
Denny's and Device	Australia	42	DFO, LLC	Regist ered	B338729	B338729 10/08/86	8-Oct-10
Super Bird	Australia	30	DFO, LLC	Regist ered	A454717A	A454717 10/11/86	31-Oct-07
Dely	Austria	29, 30, 31	DFO, LLC	Regist ered		100,159 07/21/82	21-Jul-02

¹ Filings to change the name of the owner from DFO, Inc. to DFO, LLC are underway. We expect most of the countries to have the name change recorded within a few months.

Denny's	Austria	42	DFO, LLC	Regist ered		100,158 07/21/82	31-Jul-12
			DFO,			81/8407	J. 741 12
Denny's	Barbados	29	LLC	Regist ered	4-Aug-93	02/25/99	25-Feb-09
Denny's	Barbados	30	DFO, LLC	Regist ered	4-Aug-93	81/8408 02/25/99	25-Feb-09
Denny's	Barbados	32	DFO, LLC	Regist ered	4-Aug-93	81/8406 02/25/99	25-Feb-09
Denny's within a French Diamond	Barbados	29	DFO, LLC	Regist ered	4-Aug-93	81/8405	25-Feb-09
Denny's within a French Diamond	Barbados	32	DFO, LLC	Regist ered	4-Aug-93	81/8403	25-Feb-09
Denny's within a French Diamond	Barbados	30	DFO, LLC	Regist ered	4-Aug-93	81/8404	25-Feb-09
Denny's	Benelux	30, 32	DFO, LLC	Regist ered		175818 05/12/70	21-Jan-90
Denny's	Benelux	6,9,16 ,29, 30, 32	DFO, LLC	Regist ered	24-Jun-71	044178 06/24/80	24-Jun-10
Denny's	Bolivia		DFO, LLC	Regist ered	1830 09/07/94	C-64209 09/07/1994	1-Jul-07
Denny's	Brazil	38 will be reclas sed to 43 with renew al	DFO, LLC	Regist ered	813.342.961 02/26/87	813.342.961 12/01/92	12/01/2002 renewal filed
Denny's and (maple leaf) Design (in	Canada	43	DFO, LLC	Regist ered	Serial No. 1,142,698	TMA601,69	9-Feb-19
Donga (m	•			- 6 -		ų U	

B&W)		Per region to the transfer of				02/09/2004	
Denny's and (maple leaf) Design (in color)	Canada	43	DFO, LLC	Regist ered	Serial No. 1,129,676	598001 12-18-2003	18-Dec-18
Denny's and (French Diamond) Design (in color)	Canada	43	DFO, LLC	Regist ered	Serial No. 1,122,162	TMA601,58 1 02/06/2004	6-Feb-19
Denny's and (French Diamond) Design (in B&W)	Canada	43	DFO, LLC	Regist ered	Serial No. 1,122,165	TMA601,91 2 02/11/2004	11-Feb-19
Denny's and (Maple Leaf) Design (in B&W)	Canada	43	DFO, LLC	Regist ered	Serial No. 1,122,164	TMA601,72 8 02/10/2004	10-Feb-19
Denny's and (Maple Leaf) Design (in color)	Canada	43	DFO, LLC	Regist ered	Serial No. 1,122,166	TMA601,58 0 02/06/2004	6-Feb-19
Denny's	Canada	42	DFO, LLC	Regist ered	321494 04/12/1969	TMA169,54 9 06/05/70	5-Jun-15
Denny's and Design	Canada	42	DFO, LLC	Regist ered	739,942 10/28/93	TMA455,76 2 03/22/96	22-Mar-11
Denny's and Design	Canada	29, 30, 42	DFO, LLC	Regist ered	321,495	TMA169,55 0 06/05/70	5-Jun-15
Denny's Stylized within a French Diamond	Canada	42	DFO, LLC	Regist ered	739,991 10/28/93	TMA454,58 3 02/23/96	23-Feb-11

Grand Slam Breakfast	Canada	29	DFO, LLC	Regist ered	753,198 05/03/94	TMA440,68 2 03/17/95	17-Mar-10
Super Bird	Canada		DFO, LLC	Regist ered	687,647 08/14/91	TMA404,31 5 10/30/92	30-Oct-07
Super Slam	Canada		DFO, LLC	Regist ered	1,135,704 04/05/02	TMA569,07 0 10/18/02	18-Oct-17
The Ultimate Omlette	Canada		DFO, LLC	Regist ered	687,649 08/14/91	TMA404,31 6 10/30/92	30-Oct-07
Denny's, Inc.	Chile	42	DFO, LLC	Regist ered	3677 06/03/ 8 2	395,511 12/02/82 653.999 01/08/03	8-Jan-13
Denny's In Chinese Characters	China	42	DFO, LLC	Regist ered	93094339 09/30/93	777369 02/06/95	6-Feb-15
Denny's Stylized	China	32	DFO, LLC	Regist ered		180767 07/05/83	4-Jul-13
Denny's Stylized	China	29	DFO, LLC	Regist ered	·	180766 07/05/83	4-Jul-13
Denny's	Commun Tradema (Austria, Blo Denmark, Fi France, Gen Greece, Ire Italy, Luxem the Netherl Portugal, S Sweden, U Kingdom, C Czech Repu Estonia, Hun Latvia, Lith Malta, Pol Slovakia, Slo	ark egium, inland, many, land, bourg, ands, pain, nited yprus, ublic, ngary, uania, and,	DFO, LLC	Regist ered		00789709 07/26/2002	26-Jul-12
Бенну 5			LLC	CICU		0112012002	20 - Jui-12

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Denny's	Costa Rica	42	DFO, LLC	Regist ered		68.227 10/26/87	26-Oct-07
Denny's (stylized)	Costa Rica	42	DFO, LLC	Regist ered		113265 04/19/1999	19-Apr-09
Denny's (stylized in a French diamond)	Costa Rica	42	DFO, LLC	Regist ered		113266 04/19/1999	19-Apr-09
Denny's	Denmark	42	DFO, LLC	Regist ered	27-Jan-87	VR 01.493198 04/04/87	4-Apr-97
Denny's	Denmark	42	DFO, LLC	Regist ered	27-Jan-87	1493/1987 04/24/87	24-Apr-07
Denny's and French Diamond Design	Dominican Rep.	70	DFO, LLC	Regist ered	23,739 04/24/95	78,566 07/15/95	15-Jul-15
Denny's	Ecuador	trade name	DFO, LLC	Regist ered	8,388 09/18/95	793/95 09/18/95	18-Sep-05
Denny's	Ecuador	43	DFO, LLC	Regist ered	151.200 11/24/2004	1194-05 09/21/2005	21-Sep-15
Denny's	Egypt	42	DFO, LLC	Regist ered	133040 05/17/2000	133040 07/19/2004	17-May-10
Denny's	El Salvador	42	DFO, LLC	Regist ered	3466/94 09/20/94	171 Book 165	29-Jan-13
Denny's and Design	El Salvador	42	DFO, LLC	Regist ered		No. 160 book 188 pages 327328 02/10/2005	10-Feb-15
Denny's	Fed. Republic of Germany	42	DFO, LLC	Regist ered		1043588 06/06/89	30-Jun-09

Denny's	Fed. Republic of Germany	30	DFO, LLC	Regist ered		923334 01/20/80	31-Jan-10
Denny's	Finland	42	DFO, LLC	Regist ered	4793/83 09/13/83	93220 08/05/85	8-May-15
Denny's and French Diamond Design	Finland	42	DFO, LLC	Regist ered	1255/95 02/17/95	203660 12/31/96	31-Dec-06
Denny's	France	42	DFO, LLC	Regist ered	786,901 03/18/86	1347135 03/18/86	18-Mar-06
Denny's within a French Diamond	France	29,30, 32,42 to 43	DFO, LLC	Regist ered	93/478.461 07/29/93	93478461 01/14/94	28-Jul-13
Denny's & Device	France	16,22, 29,30, 31,32, 33	DFO, LLC	Regist ered	958,088 09/30/88	1491529 09/30/88	14-Sep-98
Denny's	Greece	29,30, 32	DFO, LLC	Regist ered	70658 12/21/81	70658 10/17/84	21-Dec-01
Denny's	Guatemala	42	DFO, LLC	Regist ered		112566 03/09/2001	9-Feb-11
Denny's	Honduras	43	DFO, LLC	Regist ered	11476/2002 9/30/02	9.093 05/19/03	19-May-13
Denny's and Device	Italy	42	DFO, LLC	Regist ered	F198C0011 82 10/30/98	832214 01/16/01	30-Oct-08
Denny's and Device	Italy	42	DFO, LLC	Regist ered	32948C/82 02/02/1982	489672 03/09/88	2-Feb-02
Denny's Stylized	Italy	16,22, 29,30, 31,32, 33,35	DFO, LLC	Regist ered	6-Oct-88	550713 10/16/91	10/06/1998

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Denny's	Jordan	32	DFO, LLC	Regist ered	33895 12/27/93	33895 12/30/00	27-Dec-10
Denny's	Jordan	29	DFO, LLC	Regist ered	33894 12/23/93	33894 12/30/00	26-Dec-10
Denny's	Jordan	30	DFO, LLC	Regist ered	34223 12/27/93	34340 12/30/00	27-Dec-10
Denny's (word mark)	Korea (South)	42	DFO, LLC	Regist ered	78 1990	2776 11/14/80	14-Nov-10
Denny's and French Diamond Design (green checkerboard)	Korea (South)	112	DFO, LLC	Regist ered	94-10053 12/09/94	32941 09/06/96	6-Sep-06
Denny's with French Diamond (cartoon letters)	Korea (South)	will be reclas sed as 43	DFO, LLC	Regist ered	51-2003- 866 reclass app 56-2003- 8728 06/26/03	20818 07/29/93	29-Jul-13
Grand Slam	Korea (South)	7	DFO, LLC	Regist ered	96-53144 12/07/96	407949 07/06/1998	6-Jul-08
Denny's and French Diamond Design	Malaysia	30	DFO, LLC	Regist ered	94/08482 09/17/94	94/08482 09/26/01	17-Sep-11
All American Slam	Mexico	29	DFO, LLC	Regist ered	221523 01/12/1995	580276 06/30/98	12-Jan-15
All American Slam	Mexico	30	DFO, LLC	Regist ered	221508 01/12/95	490594 05/02/95	12-Jan-15
Denny's	Mexico	42	DFO, LLC	Regist ered	101064 06/11/76	204331 07/13/77	11-Jun-11
Denny's	Mexico	46	DFO, LLC	Regist ered	160416 01/30/80	242337 03/13/80	12-Jan-15
Denny's &	Mexico	43	DFO,	Regist	675753	856647	7-Sep-14

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design			LLC	ered	09/07/2004	10/26/2004	
Denny's Diner & Design	Mexico	42	DFO, LLC	Regist ered	464926	707755 07/27/2001	8-Jan-11
Denny's Til Dawn	Mexico	43	DFO, LLC	Regist ered	221494 01/12/95	498610 07/26/95	12-Jan-15
Fit Fare	Mexico	29	DFO, LLC	Regist ered	225137 02/21/95	488121 04/21/95	21-Feb-15
Fit Fare	Mexico	43	DFO, LLC	Regist ered	221492 01/12/95	487283 04/12/95	12-Jan-15
French Slam	Mexico	30	DFO, LLC	Regist ered	221496 01/12/95	490589 05/02/95	12-Jan-15
French Slam	Mexico	29	DFO, LLC	Regist ered	221498 01/12/95	517044 02/20/96	12-Jan-15
Grand Slam	Mexico	29	DFO, LLC	Regist ered		726539 0919/2001	19-Sep-11
Grand Slam	Mexico	30	DFO, LLC	Regist ered		726540 09/19/2001	19-Sep-11
Grand Slam Breakfast	Mexico	29	DFO, LLC	Regist ered	221507 01/12/95	497174 07/14/95	12-Jan-15
Grand Slam Breakfast	Mexico	30	DFO, LLC	Regist ered	221506 01/12/95	409593 07/14/95	12-Jan-15
Moons Over My Hammy	Mexico	30	DFO, LLC	Regist ered	221517 01/12/95	490596 05/02/95	12-Jan-15
Moons Over My Hammy	Mexico	29	DFO, LLC	Regist ered	221516 01/12/95	497177 07/14/95	12-Jan-15
Scram Slam	Mexico	29	DFO, LLC	Regist ered	221493 01/12/95	497171 07/14/95	12-Jan-15
Scram Slam	Mexico	30	DFO, LLC	Regist ered	221510 01/12/95	490595 05/02/95	12-Jan-15
The Super Bird	Mexico	29	DFO, LLC	Regist ered	221500 01/12/95	494073 06/12/95	12-Jan-15

The Super Bird	Mexico	30	DFO, LLC	Regist ered	221499 01/12/95	490590 05/02/95	12-Jan-15
Denny's	Netherland Antilles	43	DFO, LLC	Regist ered	08/05/2003 D-30042	10044 09/30/2003	5-Aug-13
Definity S		43			D*30042		J-Aug-13
Denny's	New Zealand	16	DFO, LLC	Regist ered		B143209 07/19/82	19-Jul-17
Denny's	New Zealand	29	DFO, LLC	Regist ered		B143208 07/19/82	19-Jul-17
Denny's	New Zealand	30	DFO, LLC	Regist ered		B92476 01/01/70	20-Jan-15
Denny's	New Zealand	32	DFO, LLC	Regist ered		B92477 01/20/77	20-Jan-15
Denny's (checkerboard background with Kiwi bird)	New Zealand	43	DFO, LLC	Regist ered	672625 01/30/03	672625 01/30/03	30-Jan-10
Denny's	Nicaragua	42	DFO, LLC	Regist ered		567200 11/10/76	9-Nov-16
Denny's	Norway	29,43	DFO, LLC	Regist ered	810540 02/23/81	112099 09/23/82	23-Sep-12
Denny's	Panama	43	DFO, LLC	Regist ered		1032 08/17/76	8/17/2006 renewal filed 02/01/2006
Denny's	Paraguay	42	DFO, LLC	Regist ered	09693 05/27/94	268787 06/14/2004	14-Jun-14
Denny's	Paraguay	30	DFO, LLC	Regist ered	09692 05/27/94	272.708 10/26/04	26-Oct-14
Denny's	Paraguay	29	DFO, LLC	Regist ered	09691 05/27/94	233795 03/23/2001	23-Mar-10
Denny's and Design	Paraguay	42	DFO, LLC	Regist ered	9420250 09/30/94	268787 06/14/2004	14-Jun-14

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Denny's	Peru	43	DFO, LLC	Regist ered	8/7/2003	00627	2-Nov-13
Denny's	Philippines	42	DFO, LLC	Regist ered	119,857 04/18/97	4-1997- 119857 08/28/2004	28-Aug-24
Denny's	Saudi Arabia	43	DFO, LLC	Regist ered	23002 11/17/93	325/20 11/12/94	13-Apr-13
Denny's	Singapore	42	DFO, LLC	Publis hed	S/10167/94 11/22/94		
Denny's	Singapore	42	DFO, LLC	Regist ered	S/2555/97 03/05/97	T97/02555E 03/05/97	5-Mar-07
Denny's	Singapore	43	DFO, LLC	Regist ered	24-Jul-02	T02/11157B 07/24/02	24-Jul-12
Denny's	Spain	32	DFO, LLC	Regist ered	2285170/4 01/24/00	2285170 01/24/2000	
Denny's	Spain	43	DFO, LLC	Regist ered	02588786/6 03/29/2004	2588786 09/24/2004	29-Mar-14
Denny's	Spain	30	DFO, LLC	Regist ered		2285169	
Denny's	Sweden	43	DFO, LLC	Regist ered		186206 04/22/83	22-Apr-13
Denny's	Switzerlan d	30,32	DFO, LLC	Regist ered		379434 02/02/70	2-Feb-10
Denny's	Taiwan	19	DFO, LLC	Regist ered	80-33942 01/09/91	565210 07/16/92	15-Jul-02
Denny's	Taiwan	45	DFO, LLC	Regist ered		44743 01/01/71	31-Dec-10
Denny's	Taiwan	7	DFO, LLC	Regist ered		1631 10/01/78	30-Sep-08
Denny's and French Diamond	Taiwan	42	DFO, LLC	Regist ered	83049004 07/25/94	80513 01/01/96	30-Sep-98

Design	7						
Denny's in Chinese Characters	Taiwan	26	DFO, LLC	Regist ered		279328 04/15/95	15-Apr-05
Denny's (word mark)	Thailand	42	DFO, LLC	Regist ered	459786 07/17/01	SM17054 08/13/02	16-Jul-11
Denny's	Thailand	42	DFO, LLC	Regist ered	219066 09/11/91	163875 09/11/91	10-Sep-01
Denny's and French Diamond Design	Thailand	42	DFO, LLC	Regist ered	283406 03/31/95	SM4225 03/31/95	30-Mar-05
Denny's	Turkey	42	DFO, LLC	Regist ered	13-Jan-00	2000 00540 01/13/00	13-Jan-10
Denny's	United Arab Emirates	43	DFO, LLC	Regist ered	64281 10/12/2004	58106 02/27/2006	12-Oct-14
Denny's and Design	Uruguay	42	DFO, LLC	Regist ered	272.046	272.046 11/08/96	8-Nov-06
Denny's	Venezuela	43	DFO, LLC	Regist ered		17,615D 09/22/83	22-Sep-08
Denny's	Venezuela	43	DFO, LLC	Regist ered	01053.83	13783-D 10/19/78	19-Oct-03
Denny's	Venezuela	46	DFO, LLC	Regist ered		136,159 09/23/88	23-Sep-03

Pending International Trademarks

International Mark	Country	Class	Owner	Status	App. #/Filing Date
Denny's	Argentina	43	DFO, LLC	Pending	2.653.103 02/24/2006

Denny's	Bahamas	42	DFO, LLC	Pending	24,762 3/28/2002	
Denny's	Colombia	42	DFO, LLC	Pending	275278	08/28/87
Denny's	Columbia	32	DFO, LLC	Pending	275279	01/01/92
Denny's	Guatemala	43	DFO, LLC	Application	M-7590-2002	
Denny's	Lebanon		DFO, LLC	Pending		
Denny's and French Diamond Design	Malaysia	31	DFO, LLC	published for opposition	94/08483	09/17/94
Denny's and French Diamond Design	Malaysia	29	DFO, LLC	published for opposition	94/08481	09/17/94
Denny's	Malaysia	43	DFO, LLC	published for opposition	0402 12/28	0457 /2004

RECORDED: 12/19/2006