TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK	FORMERLY The Chase Manhattan Bank	12/16/2002	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Denny's Corporation, successor to Advantica Restaurant Group
Composed Of:	COMPOSED OF Denny's, Inc and Advantica Systems, Inc. and, formerly, El Pollo Loco, Inc., Flagstar Enterprises, Inc. and Quincy's Restaurants, Inc.
Street Address:	203 East Main Street
City:	Spartanburg
State/Country:	SOUTH CAROLINA
Postal Code:	29319
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2469927	DENNY'S CLASSIC DINER
Registration Number:	2469928	DENNY'S CLASSIC DINER

CH $65.00 2469927

CORRESPONDENCE DATA

Fax Number: (202)344-8300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-962-4811
Email: blwaite@venable.com
Correspondent Name: Barbara L. (Pixie) Waite
Address Line 1: P.O. Box 34385
Address Line 4: Washington, DISTRICT OF COLUMBIA 20043-9998

ATTORNEY DOCKET NUMBER:	26650-116962
NAME OF SUBMITTER:	Barbara L. Waite

Signature:	/B.L. Waite/
Date:	08/08/2008

Total Attachments: 15
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U.S. TRADEMARKS RELEASED
December 16, 2002

Mark	Ser. No.	Reg. No.
DENNY'S CLASSIC DINER and design	75/254,767	2,469,927
DENNY'S CLASSIC DINER and design	75/254,768	2,469,928

DC2\975461

EXECUTION COPY

TERMINATION AND RELEASE AGREEMENT dated as of December 16, 2002 (this "*Agreement*"), by and among DENNY'S, INC., a California corporation, ADVANTICA SYSTEMS, INC., formerly known as Flagstar Systems, Inc., a Delaware corporation (each of the foregoing, individually, a "*Borrower*" and, collectively, the "*Borrowers*"), DENNY'S CORPORATION, successor by merger to Advantica Restaurant Group, Inc., a Delaware corporation ("*Parent*") and JPMORGAN CHASE BANK, formerly known as The Chase Manhattan Bank, a New York banking corporation ("*JPMCB*"), as swingline lender (in such capacity, the "*Swingline Lender*"), as issuing bank (in such capacity, the "*Issuing Bank*"), as administrative agent (in such capacity, the "*Administrative Agent*") and as collateral agent (in such capacity, the "*Collateral Agent*") for the lenders party to the Credit Agreement.

A. Reference is made to (a) the Credit Agreement dated as of January 7, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among El Pollo Loco, Inc., Flagstar Enterprises, Inc., Quincy's Restaurants, Inc., (each of the foregoing, collectively, the "*Former Borrowers*"), the Borrowers, Parent, the lenders from time to time party thereto (the "*Lenders*"), and JPMCB, as Administrative Agent, Collateral Agent, Swingline Lender and Issuing Bank and (b) the agreements listed on Schedule I attached hereto that were executed in connection with the Credit Agreement (together with the Credit Agreement, and in each case as of the date hereof, the "*Loan Agreements*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.

B. Pursuant to the provisions of this Agreement, the Administrative Agent and the Collateral Agent have agreed to (a) terminate the Loan Agreements and (b) release all right, title and interest of the Administrative Agent, the Collateral Agent, the Lenders and each other grantee or beneficiary (collectively, the "*Secured Parties*") in and to the properties and rights of the Borrowers and the Guarantors (as defined in the Parent Guarantee Agreement and Subsidiary Guarantee Agreement; the Guarantors and the Borrowers are referred to collectively as the "*Loan Parties*") granted, pledged, conveyed, transferred and set over to the Secured Parties under the Loan Agreements as collateral to secure, among other things, obligations of the Loan Parties under the Loan Agreements (the "*Pledged Property*"), in each case subject to the terms and conditions set forth below.

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REEL: 003831 FRAME: 0654

Accordingly, the Borrowers, Parent, the Administrative Agent and the Collateral Agent hereby agree as follows:

SECTION 1. Waiver of Conditions Precedent. The Administrative Agent hereby waives any conditions precedent under the Loan Agreements relating to prepayment of loans thereunder, and termination of the Loan Agreements (subject to the terms set forth below), including, without limitation, any requirement for prior notice of such prepayment or such termination.

SECTION 2. Release of Liens; Payment. The Borrowers, Parent, the Issuing Bank, the Administrative Agent and the Collateral Agent hereby agree that effective upon confirmation (the "*Confirmation*") of the transfer by Federal wire to the Administrative Agent's account set forth below of an amount equal to $44,809,764.68 representing amounts owed under the Loan Agreements as of 5:00 p.m. New York time on the date hereof, including, without limitation, any and all amounts of principal, interest to the date hereof, certain fees, penalties, if any, costs of counsel and indemnity amounts (the amount in the foregoing clause as set forth on Schedule II hereto), (a) all the Collateral Agent's right, title and interest (including, without limitation, security interests) in and to all the Pledged Property with respect to which the Assignors, as defined in the Security Agreement, granted the Collateral Agent, for the benefit of the Secured Parties, a security interest pursuant to the Loan Agreements, shall automatically terminate and (b) the Collateral Agent shall promptly deliver to the Borrowers all of the tangible personal Pledged Property then held by the Collateral Agent (which, in the case of such Pledged Property not owned by the Borrowers, the Borrowers shall deliver to the pledgors thereof).

The Administrative Agent's account number for purposes of receiving payment pursuant to this Section 2 is:

ABA No.: 021000021
JPMorgan Chase Bank, New York, New York
Account: Denny's, Inc.
Account No.: 323514286
Reference: Denny's Credit Agreement Effective 12/16/02

SECTION 3. Mutual Release. The Borrowers and the Guarantors hereby agree that, upon the Confirmation, the Administrative Agent, the Collateral Agent and the Lenders shall have no further obligation to the Borrowers and the Guarantors pursuant to or in connection with the Loan Agreements other than as expressly provided herein, and the Borrowers and the Guarantors hereby forever waive, relinquish and release the Administrative Agent, the Collateral Agent and the Lenders and their respective agents and employees from any and all liabilities, claims and obligations with respect to the Loan Parties pursuant to or in connection with the Loan Agreements other than as

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expressly provided herein. The Administrative Agent and the Collateral Agent hereby agree that, upon the Confirmation, the Administrative Agent and the Collateral Agent hereby forever waive, relinquish and release the Borrowers and the Guarantors, and their respective agents and employees, from any and all liabilities, claims and obligations of any kind pursuant to or in connection with the Loan Agreements other than surviving rights and obligations of the Borrowers under Sections 2.12, 2.14, 2.18, and 9.05 of the Credit Agreement.

SECTION 4. Delivery and Release of Collateral. Following the Confirmation, the Collateral Agent shall, to the extent requested by the Borrowers, deliver to the Borrowers any and all securities pledged to the Collateral Agent, for the benefit of the Secured Parties, by the Borrowers or any Guarantor pursuant to the Pledge Agreement.

SECTION 5. Termination of Loan Agreements: Cancellation and Surrender of Loan Certificates/Notes. Upon the Confirmation, (a) the parties hereto hereby terminate the Loan Agreements, provided that such termination shall be without prejudice to any surviving rights and obligations described in Section 3 above, and (b) the Lenders promptly shall cancel and surrender to the Borrowers any promissory notes relating to the obligations of the Borrowers to the Lenders under the Loan Agreements.

SECTION 6. Further Assurances. Each party agrees, upon the reasonable request of any other party, at any time and from time to time, promptly to execute and deliver all such further documents (including, without limitation, lien releases, Uniform Commercial Code termination statements and reconveyancing documents) and promptly to take and forbear from all such action as may be reasonably necessary or appropriate in order more effectively to confirm or carry out the provisions of this Agreement.

SECTION 7. Amendment. This Agreement may not be amended, modified or waived except in a writing signed by each party hereto.

SECTION 8. Successors and Assigns; Beneficiaries. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF).**

SECTION 10. Execution of Counterparts. This Agreement may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and

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delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SCHEDULE I

Loan Agreements

Indemnity, Subrogation and Contribution Agreement dated as of January 7, 1998, among the Former Borrowers, the Borrowers, each subsidiary of Parent and JPMCB, as Collateral Agent.

Mortgage, Security Agreement and Assignment of Leases and Rents dated as of January 7, 1998, by Spartan Realty, Inc. to JPMCB, as Collateral Agent.

Parent Guarantee Agreement dated as of January 7, 1998, among Parent and JPMCB, as Collateral Agent.

Pledge Agreement dated as of January 7, 1998, among the Former Borrowers, the Borrowers, Parent, the pledgors listed on Schedule I thereto and JPMCB, as Collateral Agent.

Security Agreement dated as of January 7, 1998, among the Former Borrowers, the Borrowers, Parent, the grantors listed on Schedule I thereto and JPMCB, as Collateral Agent.

Subsidiary Guarantee Agreement dated as of January 7, 1998, among the subsidiaries of Parent listed on Schedule I thereto and JPMCB, as Collateral Agent.

SCHEDULE II

Payoff Amount

Swingline Principal:	$	0.00
Swingline Interest:	$	27,632.88
Revolver LIBOR Principal:	$	19,000,000.00
Revolver LIBOR Interest:	$	88,963.54
Revolver LIBOR Principal:	$	15,000,000.00
Revolver LIBOR Interest:	$	47,578.13
Revolver LIBOR Principal:	$	5,000,000.00
Revolver LIBOR Interest:	$	8,311.11
Revolver ABR Principal:	$	0.00
Revolver ABR Interest:	$	0.00
Revolver LC Fees:	$	420,393.08
Revolver LC Issuer Fees:	$	26,274.56
Revolver Commitment Fees:	$	143,710.07
Lenders Fee:		
$125,000,000 X 100 bp's:	$	1,250,000.00
JPMorgan Arrangement Fee:	$	2,500,000.00
JPMorgan Administrative Fee:	$	100,000.00
Internal Environmental Reviews:	$	7,775.00
External Consulting Fees - Nat'l Assessment Corp.:	$	150,500.00
External Appraisal Fee - Cushman & Wakefield:	$	523,250.00
Internal Fee for Appraisal Work:	$	100,000.00
Intralinks Site Fee:	$	3,000.00
Out of Pocket Expenses:	$	1,479.31
Legal Fees - Cravath, Swaine & Moore:		
Agreement dated 12/16/02:	$	296,949.35
Agreement dated 1/7/98 and Subsequent Amendments & Waivers:	$	113,947.65
Total payoff amount:	$	44,809,764.68

TRADEMARK
REEL: 003831 FRAME: 0659

IN WITNESS WHEREOF, the Borrowers, Parent, the Administrative Agent and the Collateral Agent have caused this Agreement to be duly executed as of the day and year first above written.

DENNY'S, INC.,

by _____
Name:
Title:

ADVANTICA SYSTEMS, INC.,

by _____
Name:
Title:

DENNY'S CORPORATION,

by _____
Name:
Title:

JPMORGAN CHASE BANK,
individually and as Administrative Agent, Collateral Agent, Swingline Lender and Issuing Bank,

by _____
Name:
Title:

<<NYCORP~2205380.8>>

IN WITNESS WHEREOF, the Borrowers, Parent, the Administrative Agent and the Collateral Agent have caused this Agreement to be duly executed as of the day and year first above written.

DENNY'S, INC.,

by

_____

Name:
Title:

ADVANTICA SYSTEMS, INC.,

by

_____

Name:
Title:

DENNY'S CORPORATION,

by

_____

Name:
Title:

JPMORGAN CHASE BANK,
individually and as Administrative Agent, Collateral Agent, Swingline Lender and Issuing Bank,

by

_____

Name:
Title: Gary L. Spevack
Vice President
JPMorgan Chase Bank

<<NYCORP-2205380.8>>

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, 1997, 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. Tulloch
Notary Public

(Affix Seal Below)

RUBY V.
Notary Public, S
No. 60-47
Qualified in Westches
Commission Expires May 31, 2000

Schedule A

U.S. Trademark/Application	U.S. Registration Number
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	

RELEASE AND AGREEMENT
June 10, 1998

Advantica Restaurant Group, Inc. (and its subsidiaries)
Spartan Holdings, Inc.
Buckley Acquisition Corp.

Reference is made to the Credit Agreement dated as of January 7, 1998 (as amended to date, the "Credit Agreement") among Denny's, Inc., El Pollo Loco, Inc., Flagstar Enterprises, Inc. ("FEI"), Flagstar Systems, Inc. and Quincy's Restaurants, Inc., as borrowers, Advantica Restaurant Group, Inc. ("Advantica"), as a guarantor, the Lenders named therein and The Chase Manhattan Bank, as Administrative Agent. Unless otherwise defined herein, the terms defined in the Credit Agreement shall be used herein as therein defined.

Pursuant to the Stock Purchase Agreement dated as of May 13, 1998 among Advantica, Spartan Holdings, Inc. ("Spartan"), and Buckley Acquisition Corporation (the "Stock Purchase Agreement"), Spartan has this day sold to Buckley Acquisition Corporation ("Buyer") all of the outstanding stock of its wholly-owned subsidiary, Quincy's Restaurants, Inc. (the "Subject Subsidiary"). Under the provisions of the Stock Purchase Agreement, Advantica and Spartan are required, as applicable, to deliver to Buyer evidence of the release of the Subject Subsidiary and its assets and the outstanding stock of the Subject Subsidiary (the "Quincy's Stock") from any obligations and liens under or incurred pursuant to the Credit Agreement.

Effective upon the closing of the Quincy's Sale (as defined in the Credit Agreement), the undersigned, on behalf of the Lenders, hereby (a) releases, acquits and discharges the Quincy's Stock and all property or assets of the Subject Subsidiary from any lien, security interest, encumbrance, charge or other claim of any kind, character or nature whatsoever which the Lenders may now or hereafter have on, or relating to, the Quincy's Stock or any such property or assets, securing, arising out of or in any way connected with or relating to the Credit Agreement or the Loan Documents or any obligation, indebtedness or liabilities (including any guaranty and contingent liabilities) created thereunder or related thereto, and (b) releases, acquits and discharges the Subject Subsidiary from any and all claims, actions, causes of action, indebtedness, liabilities, contracts, obligations, agreements, promises, representations, demands, losses, costs and expenses of any kind, character or nature whatsoever, which any of the Lenders may now have or claim to have, or may hereafter have or claim to have, against the Subject Subsidiary, under or incurred pursuant to the Credit Agreement or the Loan Documents. The foregoing release specifically includes (i) all assets of the Subject Subsidiary constituting Collateral as defined in the Credit Agreement or any Loan Document, and (ii) all assets, if any, transferred by Advantica or any of its Subsidiaries to the Subject Subsidiary pursuant to the Stock Purchase Agreement, to the extent such assets constitute Collateral for the Credit Agreement or any Loan Document, or any obligations, indebtedness or liabilities (including any guaranty and contingent liabilities) created thereunder or related thereto.

Accompanying this Release and Agreement are releases of all Uniform Commercial Code financing statements filed against the Subject Subsidiary and the stock certificate representing the Quincy's Stock (Stock Certificate No. 1, representing 20,000 shares of Quincy's Common Stock). Upon request, the undersigned will, on behalf of the Lenders, execute and deliver to you any additional UCC-3 releases and other documents as may be necessary to evidence the releases referenced above.

Sincerely yours,

THE CHASE MANHATTAN BANK, as Administrative Agent

By: _____

William P. Rindfuss

Title: Vice President