

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DFO, LLC		04/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association, as Administrative Agent (a national banking association organized under the laws of the United States)
Street Address:	1808 Aston Avenue, Suite 250
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	: UNITED STATES

PROPERTY NUMBERS Total: 61		
Property Type	Number	Word Mark
Registration Number:	4034282	SIEMPRE ABIERTOS, SIEMPRE A GUSTO.
Registration Number:	3974615	ALLNIGHTER
Registration Number:	3904258	WAFFELINI
Registration Number:	3972843	\$2 \$4 \$6 \$8 VALUE MENU
Registration Number:	3964768	\$2 \$4 \$6 \$8
Registration Number:	3857076	GRAND SLAM SLUGGER
Registration Number:	3086695	HEARTLAND SCRAMBLE
Registration Number:	2980325	FRENCH-TOASTIX
Registration Number:	3027397	POTATO VOLCANO
Registration Number:	3045056	APPLESAUCE SWIMMERS
Registration Number:	3027395	CUCUMBER CRAVERZ
Registration Number:	2992224	D-ZONE
Registration Number:	2966985	SUPER SCRAMBLES

OP \$1540.00 4034282

Registration Number:	2964207	DENVER SCRAMBLE
Registration Number:	2805903	SLAMWICH
Registration Number:	3856292	RIGHT ON THE MONEY
Registration Number:	3800808	
Registration Number:	3711864	NANERPUS
Registration Number:	3768961	DANNY'S DONUTS
Registration Number:	3707894	PANCAKE PUPPIES
Registration Number:	3498403	DENNY'S FRESH EXPRESS
Registration Number:	3381648	FIT FARE
Registration Number:	3375730	GET YOUR CRAVE ON
Registration Number:	2802016	GREAT FOOD AND GREAT SERVICE BY GREAT PEOPLE...EVERY TIME!
Registration Number:	2761133	
Registration Number:	3051982	DUSK 'TIL DAWN
Registration Number:	2569543	SLIM SLAM
Registration Number:	2653324	DENNY'S
Registration Number:	2512281	DENNY'S DINER CLASSIC OPEN 24 HOURS
Registration Number:	2592374	SLAM
Registration Number:	2377637	DENNY'S DINER
Registration Number:	2372959	DENNY'S DINER
Registration Number:	2320275	DENNY'S
Registration Number:	2469928	DENNY'S CLASSIC DINER
Registration Number:	2469927	DENNY'S CLASSIC DINER
Registration Number:	1996275	FIT FARE
Registration Number:	1950994	ALL-AMERICAN SLAM
Registration Number:	1944101	SUPER SLAM
Registration Number:	1946766	MOONS OVER MY HAMMY
Registration Number:	1903868	DENNY'S
Registration Number:	1886750	DENNY'S
Registration Number:	1720991	DENNY'S TIL DAWN
Registration Number:	1720986	DENNY'S
Registration Number:	1813884	GRAND SLAM
Registration Number:	1743375	SOUTHERN SLAM
Registration Number:	1735075	FRENCH SLAM
Registration Number:	1757060	SENIOR BELGIAN WAFFLE SLAM

Registration Number:	1736807	PLAY IT AGAIN SLAM
Registration Number:	1645411	ULTIMATE OMELETTE
Registration Number:	1378319	SUPER BIRD
Registration Number:	1270950	JR. GRAND SLAM
Registration Number:	1277223	GRAND SLAM BREAKFAST
Registration Number:	1053390	DENNY'S
Registration Number:	0866599	DENNY'S
Registration Number:	0862087	DENNY'S
Registration Number:	0736161	DENNY'S
Registration Number:	0740359	DENNY'S
Serial Number:	85403677	CHILLACCINO
Serial Number:	85339669	CHILLYCHINO
Serial Number:	85258326	GRAND SLAM
Serial Number:	85167305	AMERICA'S DINER IS ALWAYS OPEN

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	040324-74 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	04/13/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 12, 2012 (this "Agreement"), is by and between **DFO, LLC**, a Delaware limited liability company (the "Debtor") and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Wells Fargo"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the benefit of the Secured Parties under and as defined in the Credit Agreement dated as of April 12, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **DENNY'S, INC.** (the "Borrower") **DENNY'S CORPORATION** ("Parent"), **DENNY'S REALTY, LLC** ("Denny's Realty"), the Debtor, the lenders from time to time party thereto (collectively, the "Lenders") and Wells Fargo, as Administrative Agent and L/C Issuer. 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.

WHEREAS, the obligations of the Lenders and the L/C Issuer to enter into the Credit Agreement and to extend credit to the Borrower thereunder are conditioned upon, among other things, the Debtor entering into a Trademark Security Agreement in the form of this Agreement and the execution and delivery of this Agreement by the parties hereto; and

WHEREAS, the Debtor wishes to pledge and grant security interests in favor of the Administrative Agent, as collateral agent, for the benefit of the "Secured Parties" (as defined in the Credit Agreement), as herein provided.

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

Section 1. Definitions; Interpretation.

(a) 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 Guarantee and Collateral Agreement dated as of the date hereof, among the Borrowers, Parent, the Debtor and the Administrative Agent, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

(b) Construction. The rules of construction specified in Section 1.02 of the Credit Agreement shall also apply to this Agreement.

Section 2. Security Interest; Grant of Security Interest. As security for the payment and performance in full of the Obligations, the Debtor hereby collaterally assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative 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"):

- (a) all Trademarks;
- (b) all Trademark Licenses; and
- (c) 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 Administrative Agent and the other Secured Parties with respect to the 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 Administrative Agent that, as of the date hereof, a true and correct list of all 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 Administrative Agent is authorized to file with the U.S. Patent and Trademark Office, 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 Administrative 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 Administrative 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 Administrative 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 Collateral; provided that the Debtor shall have the right, exercisable within 10 days after it has been notified by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative 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 Administrative Agent of the specific identification of such Collateral.

Section 6. Binding Effect. This Agreement shall be binding upon the Debtor and the Administrative Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Debtor, the Administrative 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 and the Credit Agreement.

Section 7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER STATE).

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 Administrative Agent and the Debtor, subject to any consent required in accordance with Section 10.01 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 or electronic transmission shall be 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 given as provided in Section 10.02 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

By: *Denny E. Fleming*
Name: DENNY E. FLEMING
Title: SENIOR VICE PRESIDENT

DENNY'S, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004755 FRAME: 0649

**WELLS FARGO BANK,
NATIONAL ASSOCIATION,**
as Administrative Agent

By: 
Name: Stephen A. Leon
Title: Managing Director

DENNY'S, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004755 FRAME: 0650

SCHEDULE A
to the Trademark Security Agreement

U.S. Trademarks

U.S. Registered Marks

Mark	Registration No.	Registration Date
SIEMPRE ABIERTOS, SIEMPRE A GUSTO.	4034282	10/04/11
ALLNIGHTER	3974615	06/07/11
WAFFELINI	3904258	01/11/11
\$2 \$4 \$6 \$8 VALUE MENU	3972843	06/07/11
\$2 \$4 \$6 \$8	3964768	05/24/11
GRAND SLAM SLUGGER	3857076	10/05/10
HEARTLAND SCRAMBLE	3086695	04/25/06
FRENCH-TOASTIX	2980325	07/26/05
POTATO VOLCANO	3027397	12/13/05
APPLESAUCE SWIMMERS	3045056	01/17/06
CUCUMBER CRAVERZ	3027395	12/13/05
D-ZONE	2992224	09/06/05
SUPER SCRAMBLES	2966985	07/12/05
DENVER SCRAMBLE	2964207	06/28/05
SLAMWICH	2805903	01/13/04
RIGHT ON THE MONEY	3856292	10/05/10
Design only	3800808	06/08/10
NANERPUS	3711864	11/17/09
DANNY'S DONUTS	3768961	03/30/10
PANCAKE PUPPIES	3707894	11/10/09
DENNY'S FRESH EXPRESS	3498403	09/09/08
FIT FARE	3381648	02/12/08
GET YOUR CRAVE ON	3375730	01/29/08
GREAT FOOD AND GREAT SERVICE BY GREAT PEOPLE...EVERY TIME!	2802016	01/06/04
Design only	2761133	09/09/03
DUSK 'TIL DAWN	3051982	01/31/06
SLIM SLAM	2569543	05/14/02
DENNY'S and Design	2653324	11/26/02
DENNY'S DINER CLASSIC OPEN 24 HOURS and Design	2512281	11/27/01
SLAM	2592374	07/09/02
DENNY'S DINER and Design	2377637	08/15/00
DENNY'S DINER and Design	2372959	08/01/00
DENNY'S and Design	2320275	02/22/00
DENNY'S CLASSIC DINER and Design	2469928	07/17/01
DENNY'S CLASSIC DINER and Design	2469927	07/17/01
FIT FARE	1996275	08/20/96
ALL-AMERICAN SLAM	1950994	01/23/96
SUPER SLAM	1944101	12/26/95
MOONS OVER MY HAMMY	1946766	01/09/96
DENNY'S	1903868	07/04/95
DENNY'S and Design	1886750	03/28/95

Mark	Registration No.	Registration Date
DENNY'S TIL DAWN	1720991	09/29/92
DENNY'S and Design	1720986	09/27/92
GRAND SLAM	1813884	12/28/93
SOUTHERN SLAM	1743375	12/29/92
FRENCH SLAM	1735075	11/24/92
SENIOR BELGIAN WAFFLE SLAM	1757060	03/09/93
PLAY IT AGAIN SLAM	1736807	12/01/92
ULTIMATE OMELETTE	1645411	05/21/91
SUPER BIRD	1378319	01/14/86
JR. GRAND SLAM	1270950	03/20/84
GRAND SLAM BREAKFAST	1277223	05/08/84
DENNY'S	1053390	11/23/76
DENNY'S	0866599	03/11/69
DENNY'S	0862087	12/17/68
DENNY'S	0736161	08/14/62
DENNY'S	0740359	11/06/62

U.S. Pending Applications

Mark	Application No.	Filing Date
CHILLACCINO	85403677	08/22/11
CHILLYCHINO	85339669	06/07/11
GRAND SLAM	85258326	03/04/11
AMERICA'S DINER IS ALWAYS OPEN	85167305	11/02/10

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