

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DFO, LLC		03/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1808 Aston Ave., Suite 250		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 48			
Property Type	Number	Word Mark	
Registration Number:	4654346	THE DEN	
Registration Number:	4592498	WELCOME TO AMERICA'S DINER	
Registration Number:	4483892	DENNY'S HUNGRY FOR EDUCA+TION	
Registration Number:	4104436	GRAND SLAM	
Registration Number:	4034282	SIEMPRE ABIERTOS, SIEMPRE A GUSTO.	
Registration Number:	4129406	AMERICA'S DINER IS ALWAYS OPEN	
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:	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	
TRADEMARK			

OP \$1215.00 4654346

Property Type	Number	Word Mark
Registration Number:	3381648	FIT FARE
Registration Number:	2761133	
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:	1720986	DENNY'S
Registration Number:	1813884	GRAND SLAM
Registration Number:	1743375	SOUTHERN SLAM
Registration Number:	1757060	SENIOR BELGIAN WAFFLE 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

CORRESPONDENCE DATA

Fax Number: 9192868199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

TRADEMARK

REEL: 005488 FRAME: 0293

ATTORNEY DOCKET NUMBER:	040324.142
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	03/31/2015

Total Attachments: 8

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**SECOND AMENDED AND RESTATED TRADEMARK SECURITY
AGREEMENT**

This **SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of March 30, 2015 (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 referred to below.

WHEREAS, 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 and Wells Fargo, as Administrative Agent and L/C Issuer are parties to that certain Amended and Restated Credit Agreement dated as of April 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"), pursuant to which the Lenders thereto have, subject to the terms and conditions set forth therein, made loans and otherwise extended credit to the Borrower. 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 (as defined below).

WHEREAS, the Debtor and the Administrative Agent entered into that certain Amended and Restated Trademark Security Agreement, dated as of April 23, 2013 (as amended prior to the date hereof, the "Existing Trademark Security Agreement");

WHEREAS, as of the date hereof, the Existing Credit Agreement is being amended and restated in its entirety pursuant to the terms and conditions set forth in the Second Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Parent, Denny's Realty, the Debtor, the lenders from time to time party thereto (collectively, the "Lenders"), and the Administrative Agent;

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 Second Amended and Restated 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 Second Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof, among the Borrower, Parent, Denny’s Realty, 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.

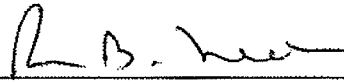
Section 14. Amendment and Restatement. This Agreement amends, restates, supersedes, and replaces in its entirety the Existing Trademark Security Agreement. Nothing contained herein shall be construed as a novation of the obligations outstanding under the Existing Trademark Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: 
Name: Ross Nell
Title: Vice President, Tax and Treasurer

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

By: _____
Name: _____
Title: _____


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: _____
Name: _____
Title: _____

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

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

DENNY'S, INC.
SECOND AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

SCHEDULE A
to the Trademark Security Agreement

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
THE DEN	4654346	12/09/14
WELCOME TO AMERICA'S DINER	4592498	08/26/14
DENNY'S HUNGRY FOR EDUCATION	4483892	02/18/14
GRAND SLAM	4104436	02/28/12
SIEMPRE ABIERTOS, SIEMPRE A GUSTO.	4034282	10/04/11
AMERICA'S DINER IS ALWAYS OPEN	4129406	04/17/12
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
SLAMWICH	2805903	01/13/04
RIGHT ON THE MONEY	3856292	10/05/10
Design only (NANERPUS design)	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
Design only (French Diamond design)	2761133	09/09/03
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 (Stylized)	1903868	07/04/95
DENNY'S and Design	1886750	03/28/95
DENNY'S and Design	1720986	09/27/92
GRAND SLAM	1813884	12/28/93
SOUTHERN SLAM	1743375	12/29/92
SENIOR BELGIAN WAFFLE SLAM	1757060	03/09/93

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 (Stylized)	0866599	03/11/69
DENNY'S (Stylized)	0862087	12/17/68
DENNY'S	0736161	08/14/62
DENNY'S	0740359	11/06/62

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RECORDED: 03/31/2015

TRADEMARK
REEL: 005488 FRAME: 0302