

06-01-2001

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101766835

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Bank of America, N.A. 5-22-01 1-11-01
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
[X] Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Shoney's Inc. Internal Address: Street Address: 1727 Elm Hill Pike City: Nashville State: TN Zip: 37210
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] 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
[X] Other Correction of Reg. # 1696289 on p. 3
Execution Date: 1/11/01 Reel/Frame 002219/0092

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1696289
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John E. Barnes Internal Address: Dinsmore & Shohl LLP 1900 Chemed Center Street Address: 255 East Fifth Street City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 04-1133
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

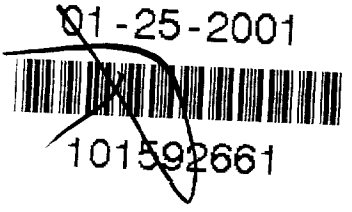
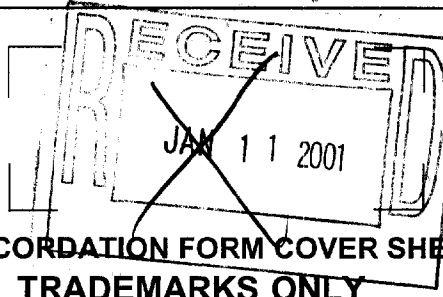
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. John Barnes Signature Date 5/22/01

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002307 FRAME: 0128

1.11.01



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Bank of America, N.A.

Execution Date
Month Day Year
9/6/2000

Formerly NationsBank, N.A.

- Individual General Partnership Limited Partnership Corporation Association
- Other National Banking Association
- Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name Shoney's, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1727 Elm Hill Pike

Address (line 2) _____

Address (line 3) Nashville
City

Tennessee
State/Country

37210
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization TN

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/24/2001 GTOM11 00000280 1029628

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
 02 FC:482 425.00 OP
 03 FC:998 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

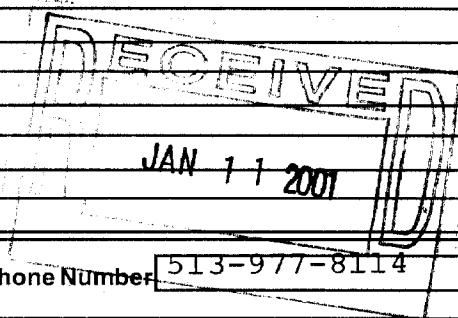
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

513-977-8114

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

John E. Barnes

A handwritten signature in dark ink, appearing to read "John E. Barnes". The signature is written in a cursive style with a large initial "J".

1-9-2001

Name of Person Signing

Signature

Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

JAN 11 2001

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT PARTIAL RELEASE**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT PARTIAL RELEASE (this "Release"), dated as of September 6, 2000, is made by Bank of America, N.A. (formerly known as NationsBank, N.A.) ("Bank of America"), as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties, and accepted by Shoney's Inc., a Tennessee Corporation (the "Borrower"), on behalf of all of the Grantors.

WHEREAS, the Borrower entered into that certain Credit Agreement, dated as of November 28, 1997 (as amended or otherwise modified, the "Credit Agreement"), with the Lender Parties, Bank of America, as administrative agent for the Lender Parties, and NationsBanc Montgomery Securities, Inc., as syndication agent, and other parties thereto;

WHEREAS, as a condition of the Credit Agreement, the Grantors (including the Borrower) entered into that certain Intellectual Property Security Agreement, dated as of November 28, 1997 (as amended or otherwise modified, the "Intellectual Property Security Agreement"), pursuant to which the Grantors granted an assignment and security interest in all of their right, title, and interest in and to the Intellectual Property Collateral to the Administrative Agent for its benefit and for the ratable benefit of the Secured Parties;

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on December 11, 1997, at Reel 1669, Frames 0054 through 0113, and in the United States Copyright Office on December 18, 1997, at Volume 3408, Page 250;

WHEREAS, the Intellectual Property Security Agreement was amended and modified by that certain Intellectual Property Security Agreement Release, dated February 29, 2000, recorded in the United States Patent and Trademark Office on March 7, 2000, at Reel 002046, Frames 0239 through 0247, and in the United States Copyright Office on March 8, 2000 at Volume 3449, Page 958;

WHEREAS, pursuant to the Intellectual Property Security Agreement, upon the sale or other disposition by the Borrower of any item of Intellectual Property Collateral in accordance with the Loan Documents, the Administrative Agent will, at the expense of the Borrower, execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence the release of such items of Intellectual Property Collateral from the assignment and grant of security interest granted by the Intellectual Property Security Agreement, provided that certain other conditions set forth in Section 16 thereof are satisfied;

WHEREAS, the Borrower entered into that certain Assignment and Assumption Agreement, dated September 5, 2000 (the "Assignment and Assumption Agreement"),

pursuant to which, *inter alia*, the Borrower agreed to assign to Captain D's, Inc., a Delaware Corporation, certain intellectual property which was included in the Intellectual Property Collateral; and

WHEREAS, in order to facilitate the transaction contemplated by the Assignment and Assumption Agreement, the parties hereto desire to enter into this Release in order to release the assignment and security interest granted by the Borrower under the Intellectual Property Security Agreement in certain intellectual property that are used in connection with or relate to the business of Grantors conducted under the name "Captain D's," which intellectual property was assigned by the Borrower to Captain D's, Inc. pursuant to Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent and the Borrower hereby agree as follows:

SECTION 1. Release of Security Interest. The Administrative Agent does hereby release and convey to the respective Grantors, without any recourse, representation or warranty of any kind (except as provided specifically under Section 4 hereto), all liens on and security interests in and to the portion of the Intellectual Property Collateral, that was mortgaged, pledged, hypothecated and granted to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as security for the Secured Obligations pursuant to the Intellectual Property Security Agreement, that are used in connection with or relate to the business of Grantors conducted under the name "Captain D's" and assigned by the Borrower pursuant to the Assignment and Assumption Agreement (collectively, the "Released IP Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application, if any, identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) all inventions and improvements described and claimed therein, (ii) the right to sue or otherwise recover for any infringements thereof, (iii) all income, royalties, damages and other 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 and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, provisionals, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Released Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application

identified in Schedule II attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any infringements thereof, (ii) all income, royalties, damages and other 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), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, 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, trade dress or other indicia of trade origin (collectively, the "Released Trademarks");

(c) all copyrights and all works of authorship, whether statutory or common law, and whether or not the underlying works of authorship have been published, and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application, if any, identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to print, publish and distribute any of the foregoing, (ii) the right to sue or otherwise recover for any infringements thereof, (iii) all income, royalties, damages and other 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), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Released Copyrights");

(d) all license agreements with any other person in connection with any of the Released Patents, Released Trademarks or Released Copyrights, or such other person's patents, trade names, trademarks, service marks or copyrights, whether such Grantor is a licensor or licensee under any such license agreement that are used in connection with or relate to the business of Grantor conducted under the name "Captain D's," including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and also including, without limitation, franchise agreements, and any right to prepare for sale, sell and advertise for sale, any inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (collectively, the "Released Licenses"); and

(e) all proceeds of any and all of the foregoing; and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or

guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing and (ii) cash proceeds.

SECTION 2. Cancellation and Termination. The parties hereto do hereby cancel, extinguish and terminate all rights and obligations of the parties with respect to the Released IP Collateral under the Intellectual Property Security Agreement.

SECTION 3. Cooperation. The parties agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party, at such other party's cost and expense, in order to effect and perfect this Release.

SECTION 4. Representation of the Administrative Agent. The Administrative Agent hereby represents to the Grantors that the Administrative Agent has all due authority to enter into this Release and perform its terms on behalf of the Administrative Agent and all other Secured Parties.

SECTION 5. Representation of the Borrower. The Borrower hereby represents and certifies to the Administrative Agent that the Borrower has satisfied all of the conditions set forth in Section 16 of the Intellectual Property Security Agreement with respect to the transaction contemplated under the Assignment and Assumption Agreement, and that the Released IP Collateral identified hereunder constitute the items of intellectual property included in the Intellectual Property Collateral that have been assigned to Captain D's, Inc. pursuant to such agreement.

SECTION 6. Binding Effect; Benefit. This Release shall be binding upon the Administrative Agent and the other Secured Parties and their respective successors and assigns, and shall inure to the benefit of the Grantors and their respective successors and assigns.

SECTION 7. Governing Law. This Release shall be governed by and construed in accordance with the law of the State of New York, except to the extent that the release of security interests hereunder is governed by the laws of a jurisdiction other than the State of New York.

SECTION 8. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

SECTION 9. Counterparts. This Release may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Release.

SECTION 10. Defined Terms. For purposes of this Release, capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Intellectual Property Security Agreement or the Credit Agreement, as appropriate.

SECTION 11. No Other Release. The parties hereto acknowledge and agree that this Release is limited solely to the Released IP Collateral, and that this Release shall have no effect whatsoever on each party's respective rights and obligations under the Intellectual Property Security Agreement with respect to, and that the Administrative Agent retains all liens on and security interest in and to, the Intellectual Property Collateral other than the Released IP Collateral or those items of Intellectual Property Collateral released pursuant to other agreements.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A. (formerly known as NationsBank, N.A.), as Administrative Agent

By: Bradford Jones
Title: ATTORNEY IN FACT

SHONEY'S, INC.

By: Donna M. Adams
Title: VICE PRESIDENT - TAY

Address: 1727 Elm Hill Pike
Nashville, TN 37210
Attn: Treasurer

on behalf of the following Grantors:

PARGO'S OF FREDERICK, INC.
SHONEY'S EQUIPMENT CORPORATION
SNH INVESTMENTS, LLC
TPI ENTERTAINMENT, INC.
TPI TRANSPORTATION, INC.
TPI COMMISSARY, INC.
SHN INVESTMENTS, LLC

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 6th day of Sept, 2000, before me personally came BRADFORD JONES, to me known, who being by me duly sworn, did depose and say that he resides at _____; that he is the ATTORNEY in fact of BANK OF AMERICA, N.A., the banking association described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said bank; and that he signed said instrument on behalf of said bank pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires _____

MARY R. HOETS
Notary Public, State of New York
No. 31-4985420
Qualified in New York County
Certificate filed in New York County
Commission Expires Aug. 10, 19____
1/8/2004

STATE OF NEW YORK)

) ss.:

COUNTY OF New York)

On this 6th day of Sept., 2000, before me personally came DONNA ADAMS, to me known, who being by me duly sworn, did depose and say that he resides at _____; that he is the VICE PRESIDENT of SHONEY'S, INC., the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires _____

MARY R. HOETS
Notary Public, State of New York
No. 31-4985420
Qualified in New York County
Certificate filed in New York County
Commission Expires Aug. 10, 19____
1/8/2002

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE**

Related Patents

[NONE]

**SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE**

Released Trademarks

I. SHONEY'S, INC.

A. United States Registrations

	<u>Registration Date</u>	<u>Registration Number</u>	<u>Expiration Date</u>
(1) Miscellaneous Design (captain)	01/06/76	1,029,628	01/06/2006
(2) Captain D's	01/06/76	1,029,629	01/06/2006
(3) Miscellaneous Design (captain's head)	01/29/80	1,130,154	01/29/2000
(4) Captain D's Seafood (and building design)	02/03/81	1,146,718	02/03/2001
(5) A Great Little Seafood Place	04/14/81	1,151,309	04/14/2001
(6) Lighten Up	06/11/85	1,341,166	06/11/2005
(7) Little Mate's Meal	06/14/88	1,492,731	06/14/2008
(8) Miscellaneous Design (building design)	01/02/90	1,575,841	01/02/2000

	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Expiration Date</u>
(9)	Miscellaneous Design (building design)	06/25/91	1,649,084	06/25/2001
(10)	The Great Little Seafood Place	08/20/91	1,654,602	08/20/2001
(11)	Captain D's (oval design)	10/15/91	1,661,241	10/15/2001
(12)	The Captain's Grille (and design)	06/23/92	1,696,289	06/23/2002
(13)	Tag-A-Longs	09/07/93	1,791,768	09/07/2003
(14)	The Great Little Seafood House	03/29/94	1,828,688	03/29/2004
(15)	Captain's Class	09/07/93	1,792,066	09/07/2003
(16)	Real Seafood Real Quick	09/07/93	1,792,057	09/07/2003
(17)	Willy Walrus	02/11/92	1,675,568	02/11/2002
(18)	Miscellaneous Design (building)	02/08/99	2,223,344	

B. Foreign Registrations

	<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
(1)	Bahamas	Captain D's	15,541	11/16/92	11/16/2006
(2)	Canada	Captain D's	362,413	11/03/89	11/03/2004
(3)	Japan	Captain D's	2,496,125	01/29/93	01/29/2003
(4)	Korea	Captain D's	12,424	10/11/90	10/11/2000
(5)	Mexico	Captain D's	426,624	11/27/92	07/07/2002
(6)	Mexico	Captain D's	515,468	01/29/96	12/07/2005
(7)	Mexico	Un Pequeño Gran Lugar En Mariscos (Great Little Seafood Place)	455,873	03/30/94	03/30/2004
(8)	Mexico	Design of Captain	459,004	05/02/94	05/02/2004
(9)	Mexico	Captain D's (oval logo)	456,992	04/13/94	04/13/2004
(10)	Puerto Rico	Captain D's	7,418	05/12/89	01/06/2006
(11)	Taiwan	Captain D's	44,356	04/16/90	04/16/2000
(12)	Taiwan	Captain D's	482,787	05/01/90	05/01/2000
(13)	Australia	Captain D's	751,980	01/02/98	
(14)	New Zealand	Captain D's	287,268	01/14/98	

**SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE**

Released Copyrights

[NONE]