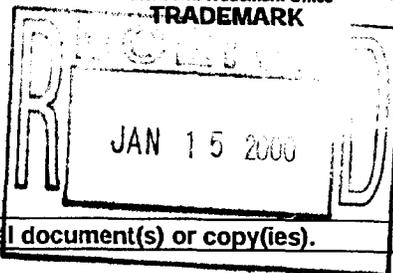


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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12 29 99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 21 99

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

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

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.)

Citizenship/State of Incorporation/Organization

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02/22/2000 DNGUYEN 00000233 75343577

01 FC:481
02 FC:482

40.00 OP
175.00 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 0451-0027, 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

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REEL: 002024 FRAME: 0481

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

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)

<input type="text" value="75/343,577"/>	<input type="text" value="75/343,575"/>	<input type="text" value="75/337,943"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,237,518"/>	<input type="text" value="1,409,639"/>	<input type="text" value="1,498,099"/>
<input type="text" value="1,237,519"/>	<input type="text" value="2,132,185"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

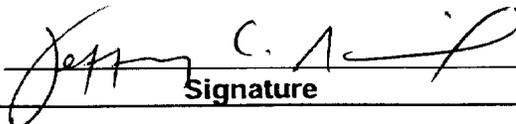
No

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.

Jeffrey C. Narvil

Name of Person Signing



Signature

1/7/00

Date Signed

**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

TRADEMARK

REEL: 002024 FRAME: 0483

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., 1999, 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. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County
Commission Expires May 31, 2000

Schedule A

<u>U.S. Trademark/Application</u>	<u>U.S. Registration Number</u>
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	

Please record 1st

RECORDED: 01/15/2000

**TRADEMARK
REEL: 002024 FRAME: 0487**