

04-12-2001



FORM PTO-1594  
(Rev. 6-93)

RE

101643244

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

1. 22.01

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

<p>1. Name of conveying party(ies): Logan's</p> <p>Additional name(s) of conveying party(ies) attached? No</p>	<p>2. Name and address of receiving party(ies) Logan's Roadhouse, Inc. 565 Marriott Drive, Nashville, TN 37214</p> <p>Additional name(s) &amp; address(es) attached? No</p>
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3. Nature of conveyance:  
Assignment  
Execution Date: July 25, 1995

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s): B. Trademark No.(s): 1,874,314  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: WADDEY & PATTERSON  
BANK OF AMERICA PLAZA SUITE 2020  
414 UNION STREET  
NASHVILLE, TN 37219

Customer No. 23456


6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41):..... \$40.00  
The fee is enclosed

8. Deposit account number: 23-0035  
(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.*

Edward D. Lanquist, Jr.  Jan 17, 2001  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, DC 20231

01/31/2001 6TON11 00000259 1874314

01 FC:481

40.00 DP

TRADEMARK  
REEL: 002228 FRAME: 0362

**ASSIGNMENT OF TRADEMARK**

STATE OF TENNESSEE       )  
COUNTY OF DAVIDSON     )

WHEREAS, Logan's, a general partnership duly organized and existing under the laws of the state of Tennessee, United States of America with its principal place of business at 565 Marriott Drive, Nashville, Tennessee 37214, United States of America, has adopted, used and is using the trademarks:

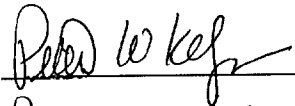
<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>DATE OF REG.</u>
LOGAN'S ROADHOUSE	1,874,314	January 17, 1995

WHEREAS, Logan's Roadhouse, Inc., a corporation duly organized and existing under the laws of the state of Tennessee, with its principal place of business at 565 Marriott Drive, Nashville, Tennessee 37214, is desirous of acquiring said marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Logan's does hereby assign unto said Logan's Roadhouse, Inc. *nunc pro tunc* as of July 25, 1995 all rights, title and interest in and to the said mark(s), together with the goodwill of the business symbolized by the marks and the registrations thereof.

PURSUANT to the General Assignment dated July 25, 1995, a copy of which is attached hereto as Exhibit One, O'Charley's, Inc., a Tennessee corporation, the other partner in the general partnership with Logan's Roadhouse, Inc., assigned all of its rights and title in and to the partnership to Logan's Roadhouse, Inc.

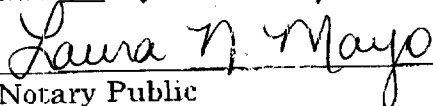
**LOGAN'S**

By: 

As: President / COO

of Logan's Roadhouse, Inc.  
A General Partner

Subscribed to and sworn to before me  
this 16<sup>th</sup> day of January, 2001.

  
Notary Public

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT is effective as of July 25, 1995, from O'Charley's Inc., a Tennessee corporation ("O'Charley's"), to Logan's Roadhouse, Inc., a Tennessee corporation (the "Company").

WITNESSETH:

WHEREAS, pursuant to an Exchange Agreement (the "Exchange Agreement") dated May 30, 1995, O'Charley's has agreed to contribute to the Company all of its interest in Logan's Partnership, a Tennessee general partnership (the "Partnership"), in exchange for 635,995 shares of the Common Stock, \$.01 par value, of the Company.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, O'Charley's hereby agrees as follows:

1. O'Charley's hereby conveys, assigns, transfers and delivers to the Company, its successors and assigns, to have and to hold all and singular to its and their use and benefit all of its right, title and interest, legal and equitable, in and to its general partnership interest in the Partnership held by O'Charley's on the date hereof.

2. O'Charley's, from time to time after the delivery hereof, will to the extent permitted by law and agreements to which it is a party, upon the reasonable request and at the expense of the Company, do, execute, acknowledge and deliver, all such further assignments, transfers or assurances as may be reasonably required for the assignment and transfer of its general partnership interest in the Partnership to the Company.

3. This instrument is issued pursuant to the terms of the Exchange Agreement, and O'Charley's and the Company are entitled to the benefits, and this instrument is subject to all the pertinent provisions of the Exchange Agreement.

IN WITNESS WHEREOF, O'Charley's has caused this instrument to be duly executed in its corporate name by its officer thereunto duly authorized.

O'CHARLEY'S INC.

By: [Signature]  
Title: CEO

#0378671.01

