

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
O'Charley's Management Company, Inc.		10/18/2006	CORPORATION: TENNESSEE
99 Restaurants, LLC		10/18/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78949520	THE BEST DEAL IN TOWN
Serial Number:	78903067	HORSESHOE ALE
Serial Number:	78659026	A PASSION TO SERVE
Serial Number:	78825375	A PASSION TO SERVE GUESTS EACH OTHER STAKEHOLDERS COMMUNITY
Serial Number:	78690828	O'CHARLEY'S O' TO-GO
Serial Number:	78963179	O' O'CHARLEY'S CURBSIDE TO-GO
Registration Number:	3120559	O'CHARLEY'S GOOD FOOD, GOOD TIMES

CORRESPONDENCE DATA

Fax Number: (704)353-3698
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7043315792

OP \$190.00 78949520

Email: dmillard@kennedycovington.com
Correspondent Name: Karl S. Sawyer, Jr.
Address Line 1: 214 N Tryon St., Hearst Tower 47th Floor
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13567.086 WACHOVIA CORP.
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	10/26/2006

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of October 18, 2006, by and between O'CHARLEY'S MANAGEMENT COMPANY, INC., a Tennessee corporation, and 99 RESTAURANTS, LLC, a Delaware limited liability company (the "Grantors"), and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of October 18, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among O'Charley's Inc. as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of the Second Amended and Restated Collateral Agreement dated as of October 18, 2006 by and among O'Charley's Inc., certain of its Subsidiaries party thereto, and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Administrative Agent a continuing security interest in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of such Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by each Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, each Trademark License described on Schedule B; (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

O'CHARLEY'S MANAGEMENT
COMPANY, INC., as Grantor

By: *Lawrence E. Hyatt*
Name: Lawrence E. Hyatt
Title: Secretary and Treasurer

99 RESTAURANTS, LLC, as Grantor

By: *Lawrence E. Hyatt*
Name: Lawrence E. Hyatt
Title: Secretary and Treasurer

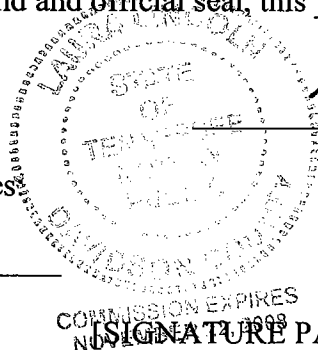
ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Davidson

I, Laure Lincoln, a Notary Public for said County and State, do hereby certify that Lawrence E. Hyatt personally appeared before me this day and stated that (s)he is Secretary and Treasurer of O'Charley's Management Company, Inc. and acknowledged, on behalf of O'Charley's Management Company, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 18th day of October, 2006.



Laure Lincoln
Notary Public

My commission expires _____

COMMISSION EXPIRES
NOV 1 2008
[SIGNATURE PAGES CONTINUE]


[Trademark Security Agreement]

STATE OF TENNESSEE

COUNTY OF DAVIDSON

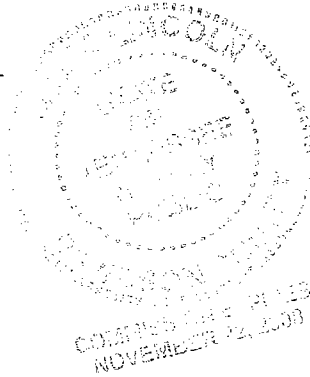
I, Laura Lincoln, a Notary Public for said County and State, do hereby certify that Lawrence E. Hyatt personally appeared before me this day and stated that (s)he is Secretary and Treasurer of 99 Restaurants, LLC and acknowledged, on behalf of 99 Restaurants, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 18th day of October, 2006.



Notary Public

My commission expires:



Agreed and Accepted as of the
18th day of October, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Martha M. Winters

Name: Martha M. Winters

Title: Director

Schedule A to Trademark Security Agreement

Trademarks Owned by 99 Restaurants, LLC

	Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
1.	THE BEST DEAL IN TOWN	8/10/2006	Pennsylvania United States Federal Registration	6/30/2005	3318287 78/949,520 (Serial No.)	99 Restaurants, LLC 99 Restaurants, LLC
2.	BLOCKBUSTER MUG		Connecticut Pennsylvania	7/25/2005 6/30/2005	22393 3318285	99 Restaurants, LLC 99 Restaurants, LLC
3.	COLOSSAL COCKTAILS		Connecticut Pennsylvania	7/25/2005 6/30/2005	22392 3318283	99 Restaurants, LLC 99 Restaurants, LLC
4.	CROWD PLEAZERS		Connecticut Maine Massachusetts New Hampshire Pennsylvania Rhode Island Vermont	3/22/2004 3/21/2004 3/29/2004 3/22/2004 3/22/2005 3/22/2004 3/22/2004	21997 200402213M 64123 Vol. 101 Pg. 92 3318280 040307 8175	99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC
5.	HORSESHOE ALE	6/7/2006	United States Federal Registration		78/903,067 (Serial No.)	99 Restaurants, LLC
6.	99 RESTAURANT & PUB		Connecticut Massachusetts	8/11/2005 7/22/2005	22421 66019	99 Restaurants, LLC 99 Restaurants, LLC
7.	99 TO GO (STYLIZED)		Connecticut Maine Massachusetts New Hampshire New York Pennsylvania Rhode Island	3/22/2004 3/21/2004 3/29/2004 3/22/2004 7/1/2004 6/30/2005 3/22/2004	22000 20040211M 64124 Vol. 101 Pg. 91 S-18915 3318290 040308	99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC
8.	STEAKBURGER/ STEAKBURGERS		Connecticut Connecticut Maine Massachusetts New Hampshire Pennsylvania Rhode Island Vermont	5/6/2004 5/6/2004 4/20/2004 3/29/2004 3/22/2004 6/30/2005 3/22/2004 3/22/2004	22058 22059 200402259M 64125 Vol. 101 Pg. 90 3318282 040306 8173	99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC
9.	SUPREME ROYAL SIRLOIN		Connecticut Maine Massachusetts New Hampshire Pennsylvania Rhode Island	8/11/2005 6/28/2005 7/25/2005 6/28/2005 6/30/2005 6/29/2005	22419 200503321M 66025 Vol. 103 Pg. 125 3318289 050612	99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC 99 Restaurants, LLC
10.	THRILLIN', GRILLIN' AND CHILLIN'		Connecticut Maine	6/28/2004 6/27/2004	22109 200403320M	99 Restaurants, LLC 99 Restaurants, LLC

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Owner
		Massachusetts	6/25/2004	64539	99 Restaurants, LLC
		New Hampshire	6/28/2004	Vol. 101 Pg 165	99 Restaurants, LLC
		New York	7/1/2004	S-18842	99 Restaurants, LLC
		Pennsylvania	6/30/2005	33118281	99 Restaurants, LLC
		Rhode Island	7/7/2004	040703	99 Restaurants, LLC
11. YOU'LL ALWAYS COME BACK FOR MORE.		Connecticut	8/11/2005	22420	99 Restaurants, LLC
		Maine	6/28/2005	20050322M	99 Restaurants, LLC
		New Hampshire	6/28/2005	Vol. 103 Pg 124	99 Restaurants, LLC
		Pennsylvania	6/30/2005	3318288	99 Restaurants, LLC
		Rhode Island	6/29/2005	050611	99 Restaurants, LLC

Trademarks Owned by O'Charley's Management Company, Inc.

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.	Affidavit of Use (A) / Renewal (R)	Owner
1. A PASSION TO SERVE	6/27/2005	United States Federal Registration		78/659,026 (Serial No.)		O'Charley's Management Company, Inc.
2. A PASSION TO SERVE (STYLIZED)	2/28/2006	United States Federal Registration		78/825,375 (Serial No.)		O'Charley's Management Company, Inc.
3. O'CHARLEY'S O' TO GO (STYLIZED)	8/11/2005	United States Federal Registration		78/690,828		O'Charley's Management Company, Inc.
4. O' O'CHARLEY'S CURBSIDE TO- GO (STYLIZED)	8/29/2006	United States Federal Registration		78/963,179		O'Charley's Management Company, Inc.
5. O'CHARLEY'S GOOD FOOD, GOOD TIMES	8/11/2005	United States Federal Registration	7/25/2006	3,120,559	A: 7/25/2012 R: 7/25/2016	O'Charley's Management Company, Inc.

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.