

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IHOP Franchising, LLC		10/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	IHOP IP, LLC		
Street Address:	450 North Brand Boulevard		
Internal Address:	c/o International House of Pancakes LLC		
City:	Glendale		
State/Country:	CALIFORNIA		
Postal Code:	91203-2306		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	76659659	CINN-A-STACK	
Registration Number:	2846136	COME HUNGRY. LEAVE HAPPY.	
Registration Number:	2654144	FUNNY FACE	
Registration Number:	2332311	IHOP	
Registration Number:	3003423	IHOP RESTAURANT	
Registration Number:	2942609	IHOP RESTAURANT	
Registration Number:	2654277	INTERNATIONAL HOUSE OF PANCAKES RESTAURANT	
Serial Number:	76656866	PANCAKE PREMIER	
Registration Number:	3005563	THIS IS MY IHOP RESTAURANT	
Serial Number:	77105149	ANY TIME'S A GOOD TIME FOR IHOP	
Serial Number:	77105162	HARVEST GRAIN 'N NUT	
Serial Number:	77105181	IHOP	
Serial Number:	77105192	IHOP	

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Serial Number:	77105379	IHOP RESTAURANT
Serial Number:	77105388	IHOP RESTAURANT
Serial Number:	77105421	INTERNATIONAL HOUSE OF PANCAKES
Serial Number:	77105426	NEVER EMPTY COFFEE POT
Serial Number:	77105431	ROOTY TOOTY FRESH 'N FRUITY
Serial Number:	77105441	ROOTY JR.
Serial Number:	77113785	INTERNATIONAL HOUSE OF PANCAKES RESTAURANT
Serial Number:	77113765	INTERNATIONAL HOUSE OF PANCAKES RESTAURANT

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	239540/0023
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	10/19/2010

Total Attachments: 6
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RELEASE OF SECURITY INTEREST IN IP

This RELEASE OF SECURITY INTEREST IN IP, dated as of October 19, 2010 (this "Release"), is made by IHOP FRANCHISING, LLC, a Delaware limited liability company, located at c/o of International House of Pancakes LLC, 450 North Brand Boulevard, Glendale, California 91203-2306 (the "Assignor"), in favor of IHOP IP, LLC, a Delaware limited liability company, located at c/o of International House of Pancakes LLC, 450 North Brand Boulevard, Glendale, California 91203-2306 (the "Assignee").

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below).

WITNESSETH

WHEREAS, the Assignee and the Assignor entered into an Intellectual Property License Agreement, dated March 16, 2007 (the "License Agreement") whereby Assignee granted to Assignor a non-exclusive, fully paid license throughout the Territory, to use and sublicense certain Intellectual Property owned by or licensed (with the rights to sublicense) to Assignee during the term of such License Agreement;

WHEREAS, pursuant to the requirements of the License Agreement, Assignee and Assignor entered into an Intellectual Property Security Agreement, dated March 16, 2007 (the "Security Agreement"), and the Intellectual Property Security Agreement, dated March 16, 2007 (the "Intellectual Property Security Agreement") whereby, to secure the performance of Assignee's obligations under the License Agreement, Assignee granted, hypothecated, mortgaged, pledged, created and granted a security interest in and right of set off against, deposited, set over and confirmed ("Grant") to the Assignor, all right, title and interest, whether then-owned or thereafter acquired, of Assignee in, to and under (i) the Licensed IP, including the registrations and applications for Trademarks, Patents and Copyrights on Schedule A thereto, as it may have been supplemented to include registration and applications for Trademarks, Patents and Copyrights which are After-Acquired IP Assets; (ii) all goodwill connected with the use of and symbolized by any Trademarks; (iii) Assignee's rights under the License Agreement; (iv) rights to bring an action at law or equity for infringement, dilution or other violation thereof occurring prior to, on or after the Closing Date, and to collect all damages, settlements and proceeds relating thereto and (v) all payments, proceeds and accrued and future rights to payment with respect to the foregoing (collectively, the "Collateral") *provided* that the Collateral did not include, with respect to the Assignee and the Assignor, any rights to use third party Intellectual Property to the extent that such rights were not assignable; *provided, further*, that any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of the applicant's intent to use such mark pursuant to 15 U.S.C. Section 1051, were not included in the Collateral unless and until evidence of use of such mark in interstate commerce was submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a), whereupon, such application was deemed to be automatically included in the Collateral;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on March 26, 2007 at Reel/ Frame No. 3508/0947, and in the United States Copyright Office on March 26, 2007 at Volume 3550/ Page 553

WHEREAS, the Grant of the Collateral included all rights, powers and options (but none of the obligations) of Assignee thereunder, including, without limitation, the immediate continuing right to claim for, collect, receive and receipt for principal, interest and fee payments in respect of the Collateral, and all other Cash payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of Assignee or otherwise, and generally to do and receive anything that Assignee is or may be entitled to do or receive thereunder or with respect thereto; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its Grant in, to and under the Collateral, including, without limitation, the Trademarks, Patents and Copyrights set forth in Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby terminates, releases and discharges fully its Grant in, to and under all of the Collateral, including but not limited to the Trademarks, Patents and Copyrights set forth in Schedule I hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Collateral to the Assignee.

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Grant of the Assignor in, to and under the Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably requests (at the Assignee's sole cost and expense) in order to confirm this Release and the Assignee's right, title, and interest in, to or under the Collateral.

The Assignor and Assignee hereby agree to waive the requirements of Section 6.3(b) of the License Agreement which require that Assignee grant to Assignor a first priority lien in the Collateral and take action to maintain and perfect such lien.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK (REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF EXCEPT FOR SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SUCH STATE, AS IF ALL PARTIES WERE RESIDENTS OF SUCH STATE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN IP to be duly executed and delivered by its duly authorized officer as of the date first written above.

IHOP FRANCHISING, LLC

By: _____

Name: _____

Title: _____

STATE OF Kansas

Before me, a Notary Public in and for the State of Kansas, on this 18th day of October, 2012, personally appeared John F. Tunney, who, being duly sworn, signed and acknowledged the foregoing Trademark Security Agreement as his/her free act and deed.



(SEAL)

Tamra R. Meek




NOTARY PUBLIC


My Commission Expires: 9/24/13

**SCHEDULE I
TO
RELEASE OF SECURITY INTEREST
IN IP**



UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS



1. Registrations

Trademark	Reg. No. (App. No.)	Registr. Date (App. Date)	Status	Goods/Services
CINN-A-STACK	(76-659,659)	(05/08/06)	Pending.	Int. Cl. 43: restaurant services and menu items consisting of pancakes, waffles, and other breakfast items
COME HUNGRY. LEAVE HAPPY.	2,846,136	05/25/04	Registered.	Int. Cl. 43: restaurant services
FUNNY FACE	2,654,144	11/26/02	Registered.	Int. Cl. 30: prepared menu item, namely, pancakes
	2,332,311	03/21/00 (3/31/1999)	Registered.	Int. Cl. 42: restaurant services
	3,003,423	10/04/05 (6/14/2004)	Registered.	Int. Cl. 30: pancake syrup
	2,942,609	04/19/05 (12/30/2002)	Registered.	Int. Cl. 43: restaurant services

Trademark	Reg. No. (App. No.)	Registr. Date (App. Date)	Status	Goods/Services
 <p>Background in blue, background for banner with word "restaurant" in red</p>	2,654,277	11/26/02 (1/29/2002)	Registered.	Int. Cl. 43: restaurant and carry out food services
PANCAKE PREMIER	(76- 656,866)	(03/15/06)	Pending.	Int. Cl. 43: restaurant services and menu items consisting of pancakes
THIS IS MY IHOP RESTAURANT	3,005,563	10/11/05 (8/25/2004)	Registered.	Int. Cl. 43: restaurant services

2. Pending Applications

Mark	(AppNo.)	(App. Date)	Based on Registration No.	Goods/ Services
ANY TIME'S A GOOD TIME FOR IHOP	(77/105,149)	(2/12/2007)	2,402,683	Cl. 43 : Restaurant Services
HARVEST GRAIN 'N NUT	(77/105,162)	(2/12/2007)	1,737,261	Cl. 30: Prepared meals consisting primarily of pancakes. Cl. 43: Restaurant services.
IHOP	(77/105,181)	(2/12/2007)	1,845,247	Cl. 43 : Restaurant Services
IHOP	(77/105,192)	(2/12/2007)	988,592	Cl. 43 : Restaurant Services
	(77/105,379)	(2/12/2007)	2,015,146	Cl. 43 : Restaurant Services
	(77/105,388)	(2/12/2007)	2,015,146	Cl. 43 : Restaurant Services
INTERNATIONAL HOUSE OF PANCAKES	(77/105,421)	(2/12/2007)	1,001,167	Cl. 43 : Restaurant Services
NEVER EMPTY COFFEE POT	(77/105,426)	(2/12/2007)	1,330,218	Cl. 30:Coffee Cl. 43 : Restaurant Services
ROOTY TOOTY FRESH'N FRUITY	(77/105,431)	(2/12/2007)	1,391,943	Cl. 30: Prepared meals consisting primarily of pancakes. Cl. 43: Restaurant services.
ROOTY JR.	(77/105,441)	(2/12/2007)	2,342,583	Cl. 30: Prepared meals consisting primarily of pancakes. Cl. 43: Restaurant services.

	(77/113,785)	(2/22/2007)	2,015,147	Cl. 43: Restaurant services.
	(77/113,765)	(2/22/2007)	2,015,147	Cl. 43: Restaurant services.

UNITED STATES PATENTS AND PATENT APPLICATIONS

None

UNITED STATES COPYRIGHTS AND COPYRIGHT APPLICATIONS

Jurisdiction	Title	Registration No.	Registration Date	Status
United States	Unknown	KK210260	1969	Copyright revealed in a post-1978 security interest filing (copyrights registered prior to 1978 are not searchable online).