

04-16-2004

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



102722954

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

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

1. Name of conveying party(ies):

Suntrust Bank

- Individual(s)
- General Partnership
- Corporation-State GA
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Assignment of Security Agreements
- Merger
- Change of Name

Execution Date: April 14, 2004

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal

Address:

Street Address: 2450 Colorado Avenue #3000W

City: Santa Monica State: CA Zip: 90404

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CA
- 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

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

A. Trademark Application No.(s) _____

See attached Schedule A

B. Trademark Registration No.(s) _____

See attached Schedule A

Additional number(s) attached Yes No

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

Name: Claudia Immerzeel

Internal Address: c/o Paul Hastings Janofsky & Walker LLP

Street Address: 515 S. Flower St., 25th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 3.41).....\$ 890.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Claudia Immerzeel
Name of Person Signing

Claudia Immerzeel
Signature

April 14, 2004

Date

Total number of pages including cover sheet, attachments, and document: 11

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

04/19/2004 6TRN11 00000068 1003771

01 FC:8521
02 FC:8522

40.00 DP
850.00 DP

TRADEMARK
REEL: 002948 FRAME: 0924

SCHEDULE A

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK REGISTRATIONS

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALL-WORLD DOUBLE CHEESEBURGER	1883771	03/14/1995
AN AMERICAN DINER AND PROUD OF IT	1889030	04/11/1995
ANGEL'S	1930867	10/31/1995
ANGEL'S and Design	1783034	07/20/1993
ANGEL'S DINER	1899370	06/13/1995
ANGEL'S DINER BEST AMERICAN DINER and Design	1979154	06/11/1996
BAKER'S CUT	2014488	11/05/1996
BAKERS DOME	2228259	03/02/1999
BAKERS SQUARE	1394236	05/20/1986
BAKERS SQUARE	1394423	05/20/1986
BAKERS SQUARE RESTAURANT & PIES and Design	2002503	09/24/1996
BAKERS SQUARE and Design	1403328	07/29/1986
BAKERS SQUARE and Design	1394428	05/20/1986
BAKERS SQUARE BEST PIE IN AMERICA and Design	2213980	12/29/1998
BAKERS SQUARE YUKON MOUNTAIN ICE CREAM PIE	2,717,922	5/20/2003
BEST PIE IN AMERICA	2239993	04/13/1999
THE BREAKFAST EXPERTS	1682297	04/07/1992

[SCHEDULE A - TRADEMARKS]

LA/996880.5

TRADEMARK
REEL: 002948 FRAME: 0925

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BREAKFAST LIKE YOU LIKE IT. ANY TIME YOU WANT	1517633	12/20/1998
BUCKY	1307977	12/04/1984
CANDY CANE PIE	1942036	12/19/1995
GOOD FOOD...GOOD FEELINGS	1979914	06/11/1996
GREAT FOOD. UNBELIEVABLE PIE	2237698	04/06/1999
J. HORNER'S	2317331	02/08/2000
J. HORNER'S LEGENDARY PIES & DESSERTS and Design	2463068	06/26/2001
J. HORNER'S LEGENDARY PIES & DESSERTS and Design	2587251	07/02/2002
SCRAMBLED SENSATIONS	2042561	03/11/1997
THE SKILLET EXPERTS	2603514	08/06/2002
SKILLET WRAPS	2233721	03/23/1999
SWEET RETURNS	2100736	09/30/1997
VILLAGE INN	1070440	07/26/1977
VILLAGE INN and Design	1118490	05/15/1979
VILLAGE INN (Stylized)	1197458	06/08/1982
VILLAGE INN (Stylized)	768280	04/14/1964
VILLAGE INN PANCAKE HOUSE	1118489	05/15/1979

TRADEMARK PENDING APPLICATIONS

<u>Trademark or Service Mark</u>	Pending Applications – United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
MAGNIFICENT MELTS	76/272175	06/15/2001

[SCHEDULE A - TRADEMARKS]

ASSIGNMENT OF SECURITY AGREEMENTS

This **ASSIGNMENT OF SECURITY AGREEMENTS** (this "Assignment") is executed as of April 14, 2004 ("Assignment Effective Date"), by **SUNTRUST BANK**, a Georgia banking corporation ("SunTrust"), as administrative agent (in such capacity, "Existing Agent") for itself and the Existing Lenders (as defined below).

WITNESSETH:

WHEREAS, VICORP Restaurants, Inc., a Colorado corporation ("Borrower"), VI Acquisition Corp., a Delaware corporation ("Parent"), Midway Investors Holdings Inc., a Delaware corporation ("Midway"), Existing Agent and the other persons signatory thereto in their capacity as lenders (collectively, the "Existing Lenders") are parties to that certain Credit Agreement (as amended, supplemented, or otherwise modified from time to time prior to the date hereof, the "Existing Loan Agreement"), dated as of June 13, 2003;

WHEREAS, Borrower and Existing Agent are parties to (a) that certain Trademark Collateral and Pledge Agreement concerning the trademarks and trademark applications set forth on Schedule A hereto (the "Trademark Security Agreement") that was submitted for recordation with the United States Trademark Office on or about July 14, 2003 at Reel 2777, Frame 0607, and (b) that certain Memorandum of Grant of Security Interests in Copyrights concerning the copyright registrations set forth on Schedule B hereto (the "Copyright Security Agreement"; together, with the Trademark Security Agreement, the "Security Agreements") that was submitted for recordation with the United States Copyright Office on or about July 18, 2003;

WHEREAS, contemporaneously herewith, Existing Agent, certain of the Existing Lenders, Borrower, Parent, Midway, Village Inn Pancake House of Albuquerque, Inc., a New Mexico corporation, and VICORP Restaurants, Inc., a Delaware corporation, are entering into that certain letter dated as of April 14, 2004 (the "SunTrust Resignation Letter"), pursuant to which Existing Agent resigned and certain of the Existing Lenders appoint WFF as Agent;

WHEREAS, contemporaneously herewith, Borrower, Parent, Wells Fargo Foothill, Inc., a California corporation ("WFF"), individually, and as the arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, "Agent"), and the lenders signatory thereto (such lenders, together with Agent, individually and collectively, "Lenders") are entering into that certain Amended and Restated Loan and Security Agreement (as the same may be amended, amended and restated, supplemented or modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to make certain financial accommodations to the Borrower;

WHEREAS, in connection with the resignation of SunTrust as Existing Agent, Borrower, Parent, Existing Lenders, WFF and Lenders have requested that SunTrust enter into this Assignment to assign all of its rights, title and interest in, to and under the Security Agreements to WFF, as Agent.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. SunTrust, in its capacity as Existing Agent, for good and adequate consideration described in the SunTrust Resignation Letter, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective Date to WFF, in its capacity as Agent, for the benefit of Lenders, all of the rights, title and interest of Existing Lenders in, to and under the Security Agreements.

2. Further Assurances. SunTrust, in its capacity as Existing Agent, agrees to cooperate with Agent and take all actions reasonably requested by Agent in order to fully carry out the terms of this Assignment or to permit Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Borrower shall pay all costs and expenses of Existing Agent, including the fees and expenses of counsel to the Existing Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

[Signature page follows.]

IN WITNESS WHEREOF, SunTrust and Borrower have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

SUNTRUST BANK, a Georgia banking corporation, in its capacity as Existing Agent

By: Charles J. Johnson

Name: CHARLES J. JOHNSON

MANAGING DIRECTOR

Title: _____

[Assignment of Intellectual Property Security Agreements]

VICORP RESTAURANTS, INC.,
a Colorado corporation

By: Debra Koenig

Name: Debra Koenig

Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property Security Agreements]

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TRADEMARK
REEL: 002948 FRAME: 0930

Notarial Certificate

ACKNOWLEDGMENT OF SUNTRUST BANK

STATE OF Georgia)
COUNTY OF Fulton) ss.

On this 1st day of April, in the year 2008, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Charles Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Managing Director, on behalf of SunTrust Bank, and acknowledged to me that Charles Johnson executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]

Shirley D. Wallin
Notary Public in and for the aforesaid County and State

**FULTON COUNTY
MY COMMISSION EXPIRES
JULY 10, 2008**

[Assignment of Intellectual Property Security Agreements]

SCHEDULE A

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

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SCRAMBLED SENSATIONS	2042561	03/11/1997
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	<u>Serial No.</u>	<u>Filing Date</u>
MAGNIFICENT MELTS	76/272175	06/15/2001

SCHEDULE B

U.S. REGISTERED COPYRIGHTS

<u>Title</u>	<u>Copyright Number</u>	<u>Registration Date</u>
Village Inn	VA-889-124	April 13, 1998
Suggestive Selling Incentive Program	TXu-136-317	October 3, 1983
Suggestive Selling Incentive Program	TXu-136-318	October 3, 1983
Special Menu for Little Villagers	VA-119-323	March 3, 1983
Village Inn	VA-119-324	March 3, 1983
Village Inn	VA-119-325	March 3, 1983

[SCHEDULE B - COPYRIGHTS]

LA/996880.5

RECORDED: 04/16/2004

**TRADEMARK
REEL: 002948 FRAME: 0934**