

4/16/04

04-16-2004

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



102722955

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):

VICORP Restaurants, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended & Restated Trademark Security Agt.
- 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:

24

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

04/19/2004 6TON11 00099067 1883771

01 FC:4521
02 FC:4522



40.00 00
850.00 00

TRADEMARK
REEL: 002949 FRAME: 0163

SCHEDULE A

Trademarks of Debtor

TRADEMARK REGISTRATIONS

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	<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
		
BAKERS DOME	2228259	03/02/1999
BAKERS SQUARE	1394236	05/20/1986
BAKERS SQUARE	1394423	05/20/1986

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

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

2717922

5/20/2003

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

BEST PIE IN AMERICA	2239993	04/13/1999
THE BREAKFAST EXPERTS	1682297	04/07/1992
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



Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
MAGNIFICENT!	2730131	06/24/2003
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
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Village Inn

VILLAGE INN (Stylized)	768280	04/14/1964
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Village Inn

VILLAGE INN PANCAKE HOUSE	1118489	05/15/1979
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TRADEMARK PENDING APPLICATIONS

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Application No.</u>	<u>Application Date</u>
EARLY DINNER DEALS ON SQUARE MEALS	78276945	07/21/2003

PANTRY PERFECT

STATE AND FOREIGN REGISTERED TRADEMARKS

<u>Trademark or Service Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>State or Country of Registration</u>
VILLAGE INN	19851012506	05/19/1966	Colorado
BAKERS SQUARE	757934	10/19/1984	Nebraska
VILLAGE INN PANCAKE HOUSE	2510174	09/14/1979	Utah
ANGEL'S DINER	481833	12/07/1994	Mexico
BAKERS SQUARE	442737	05/12/1995	Canada
VILLAGE INN	40068	01/08/1998	Korea

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 14, 2004, is executed and delivered by and between **VICORP RESTAURANTS, INC.**, a Colorado corporation ("Debtor") and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("WFF"), as arranger and administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

WHEREAS, Debtor, VI Acquisition Corp., a Delaware corporation, Midway Investors Holdings Inc., a Delaware corporation, SunTrust Bank, a Georgia banking corporation, as administrative agent ("Existing Agent") and the other persons signatory thereto in their capacity as lenders (collectively, the "Existing Lenders" and together with the Existing Agent, the "Existing Lender Group") 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, pursuant to which the Existing Lender Group agreed to make certain financial accommodations to Debtor and the Debtor granted to Existing Agent, on behalf of the Existing Lenders, security interests in (among other things) all or substantially all general intangibles of the Debtor;

WHEREAS, Debtor and Existing Agent entered into that certain Trademark Collateral Security and Pledge Agreement, dated as of June 13, 2003 (the "Existing Trademark Security Agreement");

WHEREAS, WFF and each Existing Lender are parties to those certain Assignment and Acceptance Agreements, each dated as of April 14, 2004, pursuant to which each Existing Lender assigned all of its right, title and interest in and to the Existing Loan Agreement to WFF;

WHEREAS, WFF, Existing Agent, and Existing Lenders are parties to that certain Resignation Letter, dated as of April 14, 2004, pursuant to which Existing Agent resigned and Existing Lenders appointed WFF as Agent;

WHEREAS, for the reasons set forth in the recitals to the Loan Agreement (as defined below), Debtor has requested that the Existing Loan Agreement and the Existing Trademark Security Agreement, among other agreements, be amended and restated;

WHEREAS, contemporaneous herewith, Parent, Debtor, Agent, and the lenders signatory thereto (such lenders, together with Agent, individually and collectively, the "Lender Group") 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 Lender Group has agreed to make certain financial accommodations to the Debtor;

WHEREAS, to induce the Lender Group to make the financial accommodations provided to Debtor pursuant to the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO (as hereinafter defined) and with any other

relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein; and

WHEREAS, subject to the foregoing, the Lender Group is willing to so amend and restate the Existing Trademark Security Agreement in accordance with the terms and conditions hereof.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Debtor" has the meaning ascribed to such term in the preamble to this Agreement.

"Existing Agent" has the meaning ascribed to such term in the recitals to this Agreement.

"Existing Lender Group" has the meaning ascribed to such term in the recitals to this Agreement.

"Existing Lenders" has the meaning ascribed to such term in the recitals to this Agreement.

"Existing Loan Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Existing Trademark Security Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Lender Group" has the meaning ascribed to such term in the recitals to this Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14.1 thereof (together with their respective successors and assigns).

"Loan Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means all liabilities, obligations, or undertakings owing by Debtor to Agent, any Lender or any Bank Product Provider of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including reasonable attorneys' fees), and expenses (including interest, costs, indemnities, fees, and expenses that accrue with respect thereto, irrespective of whether a claim therefor is allowed pursuant to the provisions of the Bankruptcy Code (if applicable)) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

"WFF" has the meaning ascribed to such term in the preamble to this Agreement.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement or the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group and

the Bank Product Providers, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. The Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances: Appointment of Agent as Attorney-in-Fact. Debtor at its reasonable expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the

Lender Group and the Bank Product Providers and to accomplish the purposes of this Agreement. If Debtor refuses, after written request by Agent, given in accordance with this Agreement, to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in the name of Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers, and (ii) following and during the continuation of an Event of Default to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, that Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that they own, (ii) Debtor is the sole and exclusive owner of such Trademark Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any

Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of such Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral which, in each case, is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of this Agreement shall automatically apply thereto and if the foregoing is material to the Loan Parties' business, Debtor shall give to Agent prompt notice thereof. Debtor shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in writing and in the exercise of its Permitted Discretion in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become

Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent or any other member of the Lender Group or the Bank Product Providers shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group or the Bank Product Providers hereunder or in connection herewith, none of Agent, any other member of the Lender Group or the Bank Product Providers shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or their successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent for the benefit of the Lender Group and the Bank Product Providers and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, including without limitation Section 5-1401 of the General Obligations Law of the State of New York, but otherwise without regard to conflict of laws principles, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Documents. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement, the Loan Agreement, and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of Letters of Credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be

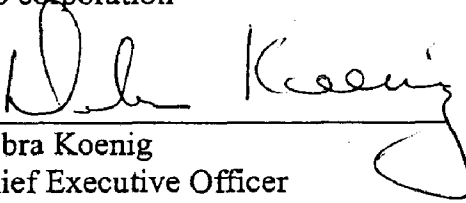
necessary to evidence termination of the security interest granted by Debtor to Agent for the benefit of the Lender Group and the Bank Product Providers hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

19. Amendment and Restatement of Existing Trademark Agreement. This Agreement constitutes an amendment and restatement of the Existing Trademark Agreement effective from and after the Closing Date. Each of the parties hereto hereby acknowledges and agrees that the grant of the security interests in the Trademark Collateral pursuant to Section 2 of this Agreement and in any other Loan Document (unless explicitly agreed to by Agent in writing) is not intended to, nor shall it be construed, as constituting a release of any prior security interests granted by Debtor in favor of the Existing Agent in or to any Trademark Collateral or any other property of Debtor, but is intended to constitute a restatement and reconfirmation of the prior security interests granted by the Debtor in favor of Existing Agent in and to the Trademark Collateral and a grant of a new security interest in any Trademark Collateral that is not included in the prior security grants by the Debtor and in favor of Agent and all Lenders to the extent such grant was not included in the prior security grants. Each of the parties further agree that (i) all references in the Existing Trademark Agreement to the "Loan Documents" shall include the Loan Agreement and the other Loan Documents, and (ii) all references in the Existing Trademark Agreement to the "Credit Agreement" shall include the Loan Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

VICORP RESTAURANTS, INC.,
a Colorado corporation

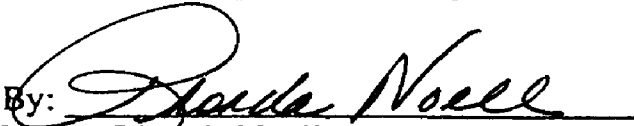
By: 
Name: Debra Koenig
Title: Chief Executive Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

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TRADEMARK
REEL: 002949 FRAME: 0179

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Name: Rhonda Noell
Title: Senior Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]



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TRADEMARK
REEL: 002949 FRAME: 0180

SCHEDULE A

Trademarks of Debtor

TRADEMARK REGISTRATIONS

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office 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
		
BAKERS DOME	2228259	03/02/1999
BAKERS SQUARE	1394236	05/20/1986
BAKERS SQUARE	1394423	05/20/1986

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

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

2717922

5/20/2003

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
BEST PIE IN AMERICA	2239993	04/13/1999
THE BREAKFAST EXPERTS	1682297	04/07/1992
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



Trademark or Service Mark	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
MAGNIFICENT!	2730131	06/24/2003
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
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Village Inn

VILLAGE INN (Stylized)	768280	04/14/1964
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Village Inn

VILLAGE INN PANCAKE HOUSE	1118489	05/15/1979
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TRADEMARK PENDING APPLICATIONS

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office	
	<u>Application No.</u>	<u>Application Date</u>
EARLY DINNER DEALS ON SQUARE MEALS	78276945	07/21/2003

PANTRY PERFECT and
design

78380082

03/08/2004

PANTRY PERFECT

TRADEMARK
REEL: 002949 FRAME: 0185

Trademark Licenses

None