



07-30-2004



102802804

Form PTO-1594 (Rev. 06/01/03) OMB Collection 0651-0027 (Exp. 09/30/2005)

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

7/27/04 RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Marie Callender Pie Shops, Inc.

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

Citizenship (see guidelines) California

Execution Date(s) July 22, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Foothill, Inc.

Internal Address:

Street Address: 2450 Colorado Avenue Suite 3000 West City: Santa Monica

State: California

Country: USA Zip: 90404

- Association, General Partnership, Limited Partnership, Corporation, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Paul, Hastings, Janofsky & Walker

Internal Address: Attn: Jamie Hoffman

Street Address: 515 South Flower Street 25th Floor

City: Los Angeles

State: California Zip: 90071

Phone Number: 213-683-6000

Fax Number:

Email Address: jamiehoffman@paulhastings.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340.00

- Authorized to be charged by credit card, Authorized to be charged to deposit account, Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers, Expiration Date

b. Deposit Account Number, Authorized User Name

9. Signature: [Signature]

7/26/04 Date

Jamie Hoffman Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/29/2004 ECOOPER 00000061 78121167

01 FC:0521 40.00 OP 02 FC:0522 300.00 OP

Trademark Application No.(s):

78/121167

78/272795

78/231897

78/304797

78/353852

78/353861

78/353859

Trademark Registration No.(s):

1,480,957

1,024,794

1,025,427

1,179,136

1,771,650

2,592,059

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 22, 2004, is executed and delivered by and between **MARIE CALLENDER PIE SHOPS, INC.**, a California corporation ("Debtor") and **WELLS FARGO FOOTHILL, INC.**, a California corporation, 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, Agent and the Lenders (such Lenders, together with Agent, individually and collectively, the "Lender Group") have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which, among other things, the Lender Group has agreed to make certain financial accommodations to Debtor, and pursuant to which Debtor has granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all general intangibles of Debtor; and

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 herein 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.

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.

"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 the Lender Group 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 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.

(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. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, 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 or as otherwise agreed to by Agent in writing.

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 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 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 (other than existing third-party license agreements described on Schedule B hereto), 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 Section 2 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 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 and enforced in accordance with, the laws of the State of New York, 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. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

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.

[Signature page follows]

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

MARIE CALLENDER PIE SHOPS, INC.,
a California corporation

By: James W. Ataylor
Name: James W. Ataylor
Title: Exec. VP / CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-1

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

By: *Rhonda R. Abel*
Name: *Rhonda R. Abel*
Title: *S.V.P.*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S - 2

TRADEMARK
REEL: 003016 FRAME: 0341

SCHEDULE A

TRADEMARKS OF DEBTOR

Marie Callender's Trademarks:

A. Canada Registrations

- (1) "MARIE CALLENDER'S"
For (a) staple foods, namely bakery products, pies, cornbread stuffing mix, bread sticks, pie shells, muffins and jellies and glazes; and (b) restaurant and carry-out foods services.
Registered 1/21/94 under Registration No. 422102. Renewable 1/21/09.

Canada Applications

- (1) "GET TO KNOW US OVER DINNER"
For bakery products, pies, cakes, cookies, bread, rolls and pastries; meats and processed foods in International Class 42. Application No. 1182652 dated 7/9/03.

B. China (PRC) Applications

- (1) "MARIE CALLENDER'S"
For pie fillings in International Class 29.
Application No. 2001165569. Dated 9/6/01.
- (2) "MARIE CALLENDER'S"
For frozen pies, frozen tarts, frozen cobblers, frozen crisps, pie shells, pie kits in International Class 30. Application No. 2001165568 dated 9/6/01.

C. Egypt Registrations

- (1) "MARIE CALLENDER'S"
For Miscellaneous services, namely, restaurant and carry-out food services and retail bakery services. International Class 42. Application No. 97592, registered September 25, 1995, expiring September 25, 2005 and renewable.

D. European Community Registrations

- (1) "MARIE CALLENDER'S"
For bakery products and food for consumption. International Class 30.
For restaurant and carry-out services. International Class 42.
Application No. 79,129 registered 4/1/96. Renewable 4/1/06.

E. Fiji Registrations

- (1) "MARIE CALLENDER'S"
For restaurant and carry out services. Pre-1938 British Class 42.
Registration No. 451/201 registered 9/21/01. Renewable 9/21/15.

F. Hong Kong Applications

- (1) "MARIE CALLENDER'S"
For frozen pies, frozen tarts, frozen cobblers, frozen crisps. International Class 30, Application No. 18021/2002, dated 11/19/02.
- (2) "MARIE CALLENDER'S"
For pie fillings, pie shells, pie kits. International Class 29, Application No. 18020/2002 dated 11/19/02.

G. Indonesia Registrations

- (1) "MARIE CALLENDER'S"
For staple foods, namely bakery products, pies, cornbread stuffing mix, bread sticks, pie shells, muffins and jellies and glazes useful in baking.
International Class 30. Registration No. 249,683, registered May 25, 1989, expiring July 14, 2007, and renewable.

H. Japan Registrations

- (1) "MARIE CALLENDER'S"
For meat and processed foods in International Class 29. Registration No. 3,056,685. Renewable between 12/31/04 & 6/30/05.
- (2) "CALLENDER'S"
For restaurant and carry-out food service in International Class 42. Registration No. 3,219,519, registered November 29, 1996. Renewable 11/09/06.
- (3) "CALLENDER'S"
For bakery goods in International Class 30. Registration No. 2719561.
Registered 1/31/97 and renewable 11/29/06.

I. South Korea Registrations

- (1) "MARIE CALLENDER'S"
For restaurant and carry-out foods services. Korean Class 112. Registration No. 10193, registered July 29, 1989; expiring September 27, 2009, and renewable.

J. Mexico Registrations

- (1) "MARIE CALLENDER'S"

For bakery products, namely pies, cakes, bread, rolls and ingredients for the same in International Class 30. Registration No. 429,657. Expires 6/6/11 and renewable.

- (2) "MARIE CALLENDER'S"
For restaurant and carry-out foods service in International Class 42.
Granted January 23, 1993, Registration No. 404,147. Expires 4/21/12 and renewable.
- (3) "MARIE CALLENDER'S"
For processed foods in International Class 29.
Registration No. 417929 granted on July 2, 1992. Expires 4/21/12 and renewable.
- (4) "GET TO KNOW US OVER DINNER"
For restaurant and carry-out food services in International Class 43. Registration No. 817252 dated 7/17/03.

Mexico Applications

- (1) "GET TO KNOW US OVER DINNER"
Meats and processed foods, namely frozen entrees, particularly meat and fowl with and without pasta, vegetables and salad dressing. International Class 19.
Application No. 610548 dated 7/17/03.
- (2) "GET TO KNOW US OVER DINNER"
Staple Foods, namely frozen entrees, particularly pasta and vegetables and sauce; pies and pot pies and pastries, cobbler, cornbread and mix, and croutons.
International Class 30. Application No. 610549 dated 7/17/03.

K. New Zealand Registrations

- (1) "MARIE CALLENDER'S"
For restaurant and carry-out foods services. International Class 42.
Registration No. B180544. Expires and is renewable on 5/02/09.

L. Saudi Arabia Applications

- (1) "MARIE CALLENDER'S"
For miscellaneous services namely restaurant and carry-out services and retail bakery services. Application No. 931 dated 8/29/01. International Class 42.

M. Taiwan (ROC) Registrations

- (1) "MARIE CALLENDER'S"
For fruit pie fillings. International Class 29. Registration No. 1054631 dated 8/16/03. Renewable on 8/16/13.

- (2) "MARIE CALLENDER'S"
For frozen foods. International Class 30. Registration No. 1000188 dated 5/16/02. Renewable on 5/16/12.

N. United States Registrations

- (1) "MARIE CALLENDER'S" (stylized)
For pies for consumption on and off the premises. International Class 30.
For restaurant and carry-out foods services. International Class 42.
Registration No. 1,480,957, registered March 15, 1988, renewal date March 15, 2008.
- (2) "MARIE CALLENDER'S"
For pies. International Class 30.
Registration No. 1,024,794, registered November 11, 1975, expiring Nov. 11, 2005 and renewable.
- (3) "MARIE CALLENDER'S"
For restaurant and carry-out services. International Class 42.
Registration No. 1,025,427, registered November 18, 1975, expiring November 18, 2005, for which renewal may be sought between May 18, 2005 and within three months after expiration.
- (4) "CALLENDER'S"
For restaurant and carry-out restaurant services. International Class 42.
Registration No. 1,719,136, registered September 22, 1992, expiring September 22, 2012 and renewable.
- (5) "MARIE CALLENDER'S"
For meats and processed foods in International Class 29 and for pasta and processed foods in International Class 30. Registration No. 1,771,650, registered May 18, 1993; expiring May 18, 2013 and renewable.
- (6) "MARIE CALLENDER'S RESTAURANT & BAKERY"
For restaurant and restaurant carry-out services in International Class 42.
Registration No. 2592059 effective 7/9/02, expiring 7/9/12 and renewable.

O. United States Applications

- (1) "MADE WITH THE CARE OF MARIE"
For meats and processed foods in International Class 29. For pasta and processed foods in International Class 30. Application No. 78/121167, which was filed 04/11/02.
- (2) "GET TO KNOW US OVER DINNER"
For meats and processed foods, namely frozen entrees, particularly meat and fowl with and without pasta, vegetables and salad dressing. Staple foods, namely

frozen entrees, particularly pasta and vegetables and sauce; pies and pot pies and pastries, cobbler, cornbread and mix, and croutons. For restaurant and carry-out services. Classes 29 and 30. Application No. 78/272795 dated 07/10/03.

- (3) "GET TO KNOW US OVER DINNER:
For restaurant and carry-out services. Class 42. Application No. 78/231897 dated 3/31/03.
- (4) "CREATE YOUR OWN PASTA"
For restaurant and take-out services in International Class 43. Application No. 78304797 dated 9/24/03.
- (5) "CORONA BAKERY"
For fruit pies, specialty pies, pie shells, pie doughs, cheese cakes, cake layers, and dry mixes in Class 30. Application No. 78353852 dated 1/19/04.
- (6) "RAZZLEBERRY"
For fruit pies, specialty pies, pie shells, pie doughs, cheese cakes, cake layers, and dry mixes in Class 30. Application No. 78353861 dated 1/19/04.
- (7) "RAZZLEBERRY"
For restaurant services and take-out services in Class 43. Application No. 78/353859 dated 1/19/04.

P. California State Registrations

- (1) "MARIE CALLENDER'S"
For pies. Registration No. 32625, registered 10/17/74, expiring 10/17/04.
- (2) "MARIE CALLENDER'S"
For restaurant and carry-out services. Registration No. 3202, registered 10/17/74, expiring 10/17/0

SCHEDULE B

TRADEMARK LICENSE AGREEMENTS

Agreement Date	Licensee	Expiration
January 1, 1994	International Commissary Corporation	10 yrs. ICC may terminate w/90 days' written notice. Term renews from year to year unless terminated 90 days prior to expiration of initial term.
September 16, 1994	ConAgra, Inc.	Perpetuity. ConAgra may terminate w/180 days' written notice. MCPSI may terminate w/in 30 days from end each calendar yr if ConAgra has not achieved \$40,000,000 w/respect to such fiscal year.
September 16, 1994	Donald W. Callender	Perpetuity. Upon termination of the ConAgra agreement, Don Callender has 18 mos. To license the products himself if MC unable to find another licensee.
March 3, 1997	American Pie LLC	Perpetuity unless terminated subject to Section 14.
March 31, 1997	Interstate Brands Corporation	25 years w/annual renewal unless terminated w/90 days written notice prior to expiration of initial term. IBC may terminate at any time w/90 days' written notice.
July 1998	American Pie LLC	Perpetuity, but terminates upon termination of American Pie LLC Agreement dated March 3, 1997. APLLC may terminate at any time w/ 180 days notice.
August 4, 2000	American Pie LLC	Perpetuity, but terminates upon termination of APLLC 3/97 and APLLC 7/98 agreements. APLLC may

		terminate at any time w/ 180 days notice.
--	--	--

9690421.1

-7-

RECORDED: 07/27/2004

TRADEMARK
REEL: 003016 FRAME: 0348