

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademark Collateral

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		05/03/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Marie Callender Pie Shops, Inc.
<b>Street Address:</b>	27081 Aliso Creek Road
<b>City:</b>	Aliso Viejo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92656
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1480957	MARIE CALLENDER'S
Registration Number:	1024794	MARIE CALLENDER'S
Registration Number:	1025427	MARIE CALLENDER'S
Registration Number:	1719136	CALLENDER'S
Registration Number:	1771650	MARIE CALLENDER'S
Registration Number:	2592059	MARIE CALLENDER'S RESTAURANT & BAKERY
Serial Number:	78121167	MADE WITH THE CARE OF MARIE
Serial Number:	78272795	GET TO KNOW US OVER DINNER
Serial Number:	78231897	GET TO KNOW US OVER DINNER
Serial Number:	78304797	CREATE YOUR OWN PASTA
Serial Number:	78353852	CORONA BAKERY
Serial Number:	78353861	RAZZLEBERRY
Serial Number:	78353859	RAZZLEBERRY

**CORRESPONDENCE DATA**

**900048769**

**TRADEMARK  
 REEL: 003307 FRAME: 0039**

**CH \$340.00 1480957**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	05/11/2006

Total Attachments: 10  
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## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of May 3, 2006 ("Effective Date") by WELLS FARGO FOOTHILL, INC., a California corporation ("Grantee"), in favor of MARIE CALLENDER PIE SHOPS, INC., a California corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Loan and Security Agreement dated as of July 22, 2004, as further amended, restated, supplemented or otherwise modified from time to time (the "Loan Agreement"), Grantee, as agent for the Lenders (as defined therein), holds a Lien (as such term is defined in the Loan Agreement and the Security Agreement, defined below) against all intellectual and industrial property rights owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of July 22, 2004 (the "Security Agreement"), by and among Grantor and Grantee, as agent for the Lenders, Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest and mortgage in all of Grantor's right, title and interest in and to the Trademark Collateral (as such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on July 30, 2004 at Reel 3016, Frame 0329;

WHEREAS, pursuant to the terms and conditions of that certain Payoff Letter dated as of May 3, 2006, the Lenders have consented to the release of the Lien on the Collateral including, without limitation, the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, Grantee desires to release its Lien in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's Lien in the Collateral, including, without limitation, the Trademark Collateral granted pursuant to any Loan Document (as defined in the Loan Agreement), is hereby terminated and released.

2. Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the Trademark Collateral, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world and the goodwill of the business to which the Trademark Collateral relates.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO FOOTHILL, INC.

By: *Daniel Morihilo*

Name: DANIEL MORIHILLO

Title: VICE PRESIDENT

SCHEDULE A  
**TRADEMARK REGISTRATIONS**

**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, combread 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**

<b>Agreement Date</b>	<b>Licensee</b>	<b>Expiration</b>
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.
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