

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Perkins & Marie Callender's Inc.		09/24/2008	CORPORATION: DELAWARE
Perkins & Marie Callender's Holding Inc.		09/24/2008	CORPORATION: DELAWARE
Perkins & Marie Callender's Realty LLC		09/24/2008	LIMITED LIABILITY COMPANY: DELAWARE
Perkins Finance Corp.		09/24/2008	CORPORATION: DELAWARE
Wilshire Restaurant Group LLC		09/24/2008	LIMITED LIABILITY COMPANY: DELAWARE
MARIE CALLENDER PIE SHOPS, INC.		09/24/2008	CORPORATION: CALIFORNIA
MACAL INVESTORS, INC.		09/24/2008	CORPORATION: CALIFORNIA
MARIE CALLENDER WHOLESALERS, INC.		09/24/2008	CORPORATION: CALIFORNIA
FIV Corp.		09/24/2008	CORPORATION: DELAWARE
MCID, Inc.		09/24/2008	CORPORATION: IDAHO
WILSHIRE BEVERAGE, INC.		09/24/2008	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, LLC, as Agent
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 40**

Property Type	Number	Word Mark
Registration Number:	1475417	PERKINS FAMILY RESTAURANT
Registration Number:	1243032	BOTTOMLESS POT OF COFFEE

**900116947**

**TRADEMARK  
 REEL: 003859 FRAME: 0322**

**OP \$1015.00 1475417**

Registration Number:	1843806	FOXTAIL FOODS
Registration Number:	2286891	KID PERKS
Registration Number:	1663533	MAGNIFICENT SEVEN
Registration Number:	1751454	MAMMOTH MUFFIN
Registration Number:	2187924	MORNING SUNRISE
Serial Number:	75385596	MORNING SUNRISE
Registration Number:	0809680	PERKINS
Registration Number:	1464960	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1403560	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1403558	PERKINS FAMILY RESTAURANT
Registration Number:	1203149	PERKINS
Registration Number:	1231484	PERKINS
Registration Number:	1679722	PERKINS PROMISE
Registration Number:	2490366	PERKINS RESTAURANT & BAKERY
Registration Number:	2492247	PERKINS RESTAURANT & BAKERY
Registration Number:	2755671	SCOOP. BAKE. SELL. REPEAT.
Registration Number:	2724058	SIMPLY SCOOP
Registration Number:	1897634	TREMENDOUS TWELVE
Serial Number:	77136291	MARIE'S HOUSE BLEND
Registration Number:	1771650	MARIE CALLENDER'S
Registration Number:	3190897	RAZZLEBERRY
Serial Number:	75677521	MARIE CALLENDER'S RESTAURANT & BAKERY
Registration Number:	2592059	MARIE CALLENDER'S RESTAURANT & BAKERY
Serial Number:	78467936	MARIE CALLENDER'S GRILL
Registration Number:	3107917	MARIE CALLENDER'S GRILL
Serial Number:	74703768	THE BEST OF MARIE CALLENDER'S
Registration Number:	2065709	THE BEST OF MARIE CALLENDER'S
Registration Number:	2851850	MADE WITH THE CARE OF MARIE
Serial Number:	73637071	MARIE CALLENDER'S
Registration Number:	1480957	MARIE CALLENDER'S
Serial Number:	73034676	MARIE CALLENDER'S
Registration Number:	1024794	MARIE CALLENDER'S
Serial Number:	73034675	MARIE CALLENDER'S
Registration Number:	1025427	MARIE CALLENDER'S
Serial Number:	74208844	CALLENDER'S

Registration Number:	1719136	CALLENDER'S
Serial Number:	77202425	ALTOGETHER GOOD
Serial Number:	78121167	MADE WITH THE CARE OF MARIE

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (213) 683-5627  
Email: PalakShah@PaulHastings.com  
Correspondent Name: Palak Shah  
Address Line 1: 515 S. Flower Street  
Address Line 2: 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00322
NAME OF SUBMITTER:	Palak Shah
Signature:	/Palak Shah/
Date:	09/25/2008

**Total Attachments: 13**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of September, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 24, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among **PERKINS & MARIE CALLENDER'S HOLDING INC.**, a Delaware corporation ("Parent"), **PERKINS & MARIE CALLENDER'S INC.**, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of September 24, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all modifications and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit

Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW.


(a) **THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(b) AND UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

(b) **THE VALIDITY OF SECTION 2 OF THIS AGREEMENT, SOLELY WITH RESPECT TO THE GRANT OF A CONTINUING SECURITY INTEREST IN PERMITS OR LICENSES THAT ARE SUBJECT TO REGULATION BY OR CONSENT OF ANY GOVERNMENTAL AUTHORITY (INCLUDING LIQUOR LICENSES AND FRANCHISES), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT THEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.**


[signature page follows]

**GRANTORS:**


**PERKINS & MARIE CALLENDER'S HOLDING INC.,**  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

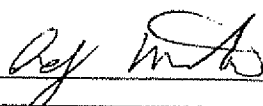
**PERKINS & MARIE CALLENDER'S INC.,**  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

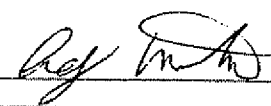
**PERKINS & MARIE CALLENDER'S REALTY LLC,**  
a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PERKINS FINANCE CORP.,**  
a Delaware corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WILSHIRE RESTAURANT GROUP LLC,**  
a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**MARIE CALLENDER PIE SHOPS, INC.,**  
a California corporation

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MACAL INVESTORS, INC.,**  
a California corporation

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARIE CALLENDER WHOLESALERS, INC.,**  
a California corporation

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIV CORP.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MCID, INC.,**  
an Idaho corporation

By: *[Signature]*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WILSHIRE BEVERAGE, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}



**MARIE CALLENDER PIE SHOPS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MACAL INVESTORS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARIE CALLENDER WHOLESALERS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIV CORP.,**  
a Delaware corporation

By: *Paul Grant*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MCID, INC.,**  
an Idaho corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WILSHIRE BEVERAGE, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**MARIE CALLENDER PIE SHOPS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MACAL INVESTORS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARIE CALLENDER WHOLESALERS, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**FIV CORP.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MCID, INC.,**  
an Idaho corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**WILSHIRE BEVERAGE, INC.,**  
a Texas corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO FOOTHILL, LLC,  
a Delaware limited liability company, as Agent

By:   
Name: Kevin P. Smith  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003859 FRAME: 0332

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Owner of TM	Name	Registration	Registration ® Serial (s) or Application (a) Number	Type of Mark
Perkins & Marie Callender's Inc.	Perkins Family Restaurant	Federal	1475417 ®	TM
Perkins & Marie Callender's Inc.	Bottomless Pot of Coffee	Canadian	350,332 ®	TM
Perkins & Marie Callender's Inc.	Bottomless Pot of Coffee	Federal	1,243,032 ®	TM
Perkins & Marie Callender's Inc.	Bottomless Cup of Hot Tea	Common Law Rights		TM
Perkins & Marie Callender's Inc.	Bottomless Glass of Iced Tea	Common Law Rights		TM
Perkins & Marie Callender's Inc.	Chocolate Chipper Sundae	Common Law Rights		TM
Perkins & Marie Callender's Inc.	Foxtail Foods and Design	Federal	1,843,806 ®	TM
Perkins & Marie Callender's Inc.	Fudge Flattop Dessert	Common Law Rights		TM
Perkins & Marie Callender's Inc.	Grandma's Bread Pudding	Common Law Rights		TM
Perkins & Marie Callender's Inc.	Granny's Country Omelette	Common Law Rights		TM
Perkins & Marie Callender's Inc.	Homestead Beef Stew	Common Law Rights		TM
Perkins & Marie Callender's Inc.	Kid Perks	Federal	2,286,891 ®	SM
Perkins & Marie Callender's Inc.	Magnificent Seven	Federal	1,663,533 ®	TM
Perkins & Marie Callender's Inc.	Mammoth Muffin	Federal	1,751,454 ®	TM
Perkins & Marie Callender's Inc.	Morning Sunrise	Federal	SN 75385596 2,187,924 ®	TM
Perkins & Marie Callender's Inc.	P in script	Common Law Rights		SM
Perkins & Marie Callender's Inc.	Perkins	Canadian	307,738 ®	TM

Owner of TM	Name	Registration	Registration ® Serial (s) or Application (a) Number	Type of Mark
Perkins & Marie Callender's Inc.	Perkins	Federal	809,680 ®	SM
Perkins & Marie Callender's Inc.	Perkins Family Restaurant Bakery in double oval	Federal	1,464,960 ®	SM
Perkins & Marie Callender's Inc.	Perkins Family Restaurant & Bakery in oval	Federal	1,403,560 ®	SM
Perkins & Marie Callender's Inc.	Perkins Family Restaurant and design	Federal	1,403,558 ®	SM
Perkins & Marie Callender's Inc.	Perkins Family Restaurant and Maple Leaf Design	Canadian	443,470 ®	TM
Perkins & Marie Callender's Inc.	Perkins Family Restaurant and oval design	Canadian	366,687 ®	TM
Perkins & Marie Callender's Inc.	Perkins in oval	Federal	1,203,149 ®	SM
Perkins & Marie Callender's Inc.	Perkins in oval design	Canadian	352,362 ®	TM
Perkins & Marie Callender's Inc.	Perkins in script	Federal	1,231,484 ®	SM
Perkins & Marie Callender's Inc.	Perkins Promise	Federal	1,679,722 ®	SM
Perkins & Marie Callender's Inc.	Perkins Restaurants and design	Canadian	353,211®	TM
Perkins & Marie Callender's Inc.	Perkins Restaurant & Bakery	Federal	2,490,366 ®	SM
Perkins & Marie Callender's Inc.	Perkins Restaurant & Bakery	Canadian	567,530®	SM
Perkins & Marie Callender's Inc.	Perkins Restaurant & Bakery in double oval	Federal	2,492,247 ®	SM
Perkins & Marie Callender's Inc.	Perkins Restaurant & Bakery in double oval	Canadian	567,528®	SM
Perkins & Marie Callender's Inc.	Perkins Restaurant & Bakery and Maple Leaf Design	Canadian	570,276®	SM
Perkins & Marie Callender's Inc.	Scoop. Bake. Sell. Repeat.	Federal	2,755,671 ®	TM
Perkins & Marie Callender's Inc.	Simply Scoop	Federal	2,724,058 ®	TM
Perkins & Marie Callender's Inc.	Tremendous Twelve	Federal	1,897,634 ®	TM

Owner of TM	Name	Registration	Registration ® Serial(s) or Application (a) Number	Type of Mark
Perkins & Marie Callender's Inc.	Marie's House Blend (word and design)	Federal	Application #  SN 77/136291  App Date 3/21/07	SM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	Federal	1771650 ®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	California	3202®	SM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	California	52625 ®	TM
Marie Callender Pie Shops, Inc.	Razzleberry	Federal	3190897 ®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's Restaurant & Bakery (words)	Federal	SN 75677521 Reg 2592059 ®	SM
Marie Callender Pie Shops, Inc.	Marie Callender's Grill (words)	Federal	SN 78467936 Reg 3107917 ®	SM
Marie Callender Pie Shops, Inc.	The Best of Marie Callender's	Federal	SN 74703768 Reg 2065709 ®	SM
Marie Callender Pie Shops, Inc.	Made With The Care of Marie	Federal	SN 7812167  Reg 2851850 ®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	Mexico	429657 ®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	Mexico	417929 ®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	Mexico	404147 ®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's Get to Know Us Over Dinner!	Mexico	Application number 481578  App Date 4/20/01	TM
Marie Callender Pie Shops, Inc.	Marie Callender's Get to Know Us Over Dinner!	Mexico	776049 ®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's Get to Know Us Over Dinner!	Mexico	776050 ®	TM

Owner of TM	Name	Registration	Registration ® Serial (s) or Application (a) Number	Type of Mark
Marie Callender Pie Shops, Inc.	Get To know Us Over Dinner	Mexico	829930 ®	TM
Marie Callender Pie Shops, Inc.	Get To know Us Over Dinner	Mexico	841997 ®	TM
Marie Callender Pie Shops, Inc.	Get To know Us Over Dinner	Mexico	817252 ®	TM
Marie Callender Pie Shops, Inc.	Callender's (word)	Japan	2,719,561®	TM
Marie Callender Pie Shops, Inc.	Callender's (word)	Japan	3,219,519®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	Japan	3,056,685®	TM
Marie Callender Pie Shops, Inc.	Marie Callender's (Script)	Federal	1480957 ® SN 73637071	TM/SM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	Federal	1024794 ® SN 73034676	TM
Marie Callender Pie Shops, Inc.	Marie Callender's (word)	Federal	1025427 ® SN 73034675	SM
Marie Callender Pie Shops, Inc.	Callender's (word)	Federal	1719136 ® SN 74208844	SM
Marie Callender Pie Shops, Inc.	ALTOGETHER GOOD	Federal	App SN # 77/202,425  App Date 6/11/07	TM

### Licenses

1. Trademark License Agreement, dated September 16, 1994 among Marie Callender Pie Shops, Inc., Donald W. Callender and ConAgra Inc.
2. Trademark License Agreement, dated March 3, 1997 among Marie Callender Pie Shops, Inc. and American Pie, LLC
3. Trademark License Agreement, dated July 1998 among Marie Callender Pie Shops, Inc. and American Pie, LLC
4. Trademark License Agreement, dated August 4, 2000 among Marie Callender Pie Shops, Inc. and American Pie, LLC

5. Manufacturing and Packaging Agreement, dated October 1, 2007, by and between Perkins & Marie Callender's Inc. and American Pie, LLC
6. Trademark License Agreement, dated March 31, 1997, between Marie Callender Pie Shops, Inc., Donald W. Callender, Interstate Brands Corporation and International Commissary Corporation
7. Trademark License Agreement, dated January 1, 1994, by and between Marie Callender Pie Shops, Inc., Donald W. Callender and International Commissary Corporation

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**RECORDED: 09/25/2008**

**TRADEMARK**  
**REEL: 003859 FRAME: 0337**