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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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): FRIENDLY ICE CREAM CORPORATION

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Rerecord to correct conveyance at reel 2482/frame 0510 from assignment to read security agreement

Execution Date: 12/17/01

2. Name and address of receiving party(ies)

Name: FLEET NATIONAL BANK

Internal Address:

Street Address: 100 FEDERAL STREET

City: BOSTON State: MA Zip: 02110

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

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)

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT A

Additional number(s) attached Yes No

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

Name: BINGHAM MCCUTCHEN

Internal Address:

Attn: STACEY FARRELL

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 3.41): \$ 1,465.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

11/26/2002 DBYRNE 00000124 2471575

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP 02 FC:8522 1400.00 OP 03 FC:8523 120.00 OP

STACEY FARRELL Name of Person Signing

Signature

\$25.00

CHECK Refund Total: 11/21/02 Date

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

Refund Ref: 11/26/2002 DBYRNE 0000122658

TRADEMARK REEL: 2580 FRAME: 0861

EXHIBIT A**TRADEMARKS**

Trademark	Appl. Date - Appl. No.	Reg. Date - Reg. No.
BIG TWO-DO	6/28/00 - 76/079809	7/24/01 - 2471575
CANDY SHOPPE SUNDAE	12/3/91 - 74/227656	9/29/92 - 1720549
CAPPUCCINO DREAM	2/3/97 - 75/235520	4/6/99 - 2236405
CARAMEL FUDGE BLAST	7/9/98 - 75/516152	3/23/99 - 2234412
CHERRY CHOCO LANDSLIDE	2/3/97 - 75/235522	10/30/98 - 2200397
CHOCOLATE MALTED MEMORIES	2/3/97 - 75/235521	10/27/98 - 2200396
CONE HEAD SUNDAE	8/24/00 - 76/116950	
COOL CASH	6/28/00 - 76/079807	
CRUMB MADNESS	8/30/01 - 76/307223	
DOUBLE BERRY DELIGHT	2/3/97 - 75/235524	10/27/98 - 2200398
DOUBLE DELUXE SUNDAE	2/3/97 - 75/235523	11/3/98 - 2202074
FORBIDDEN CHOCOLATE	5/2/90 - 74/055140	5/21/91 - 1645426
FORBIDDEN CHOCOLATE EXPLOSION	6/28/00 - 76/079808	8/7/01 - 2475647
FRESH & FRIENDLY	2/9/95 - 74/631863	1/9/96 - 1946872
FRESH'N FRIENDLY	5/1/81 - 308362	9/7/82 - 1207445
FRIEND-Z	9/20/99 - 75/804057	
FRIENDLY	8/25/75 - 61201	4/5/77 - 1062852
FRIENDLY	9/29/82 - 394347	10/30/84 - 1302932
FRIENDLY	9/29/82 - 394348	10/30/84 - 1302933
FRIENDLY (SCRIPT)	2/28/75 - 45450	2/3/76 - 1032588
FRIENDLY FAMILY RESTAURANTS	8/21/78 - 73/183030	7/21/81 - 1162271
FRIENDLY (SCRIPT)	5/21/75 - 52896	3/29/77 - 1062350
FRIENDLY FRANK	4/7/75 - 48689	5/18/76 - 1039803
FRIENDLY ICE CREAM	5/22/75 - 53028	4/5/77 - 1062851
FRIENDLY ICE CREAM	3/1/76 - 78801	3/29/77 - 1062354
FRIENDLY ICE CREAM WIZARD	9/29/82 - 392888	4/10/84 - 1273960
FRIENDLY'S	10/16/90 - 74/106499	7/28/92 - 1704309
FRIENDLY'S (BLOCK)	2/27/89 - 783128	5/22/90 - 1597640
FRIENDLY'S (SCRIPT)	2/27/89 - 783129	5/8/90 - 1595593
FRIENDLY'S BAKERY EXPRESS	2/18/97 - 75/245807	3/9/99 - 2231148
FRIENDLY'S BIG BEEF	8/23/74 - 30318	1/13/76 - 1030190
FRIENDLY'S CANDY SHOPPE SUNDAE	7/11/91 - 74/196174	9/29/92 - 1720530
FRIENDLYVILLE	7/2/82 - 372731	1/3/84 - 1263283
FRIENDWICH	12/20/00 - 76/184855	
GOOD'N GOOEY SUNDAE	8/24/00 - 76/116952	
JUBILEE ROLL	5/2/90 - 74/055525	4/23/91 - 1642197
LEAVE ROOM FOR THE ICE CREAM	1/25/00 - 75/903239	11/21/00 - 2406437
MONSTER MASH SUNDAE	8/24/00 - 76/116951	
PURELY PISTACHIO	1/24/94 - 74/482158	10/10/95 - 1925667
ROYAL RAZZ	8/30/01 - 76/307224	
SOFTY THE TEDDY BEAR	8/25/00 - 76/116833	
SUNDAE DRIVERS	2/18/97 - 75/245806	3/23/99 - 2234979
THE FRIENDLY WIZARD	9/29/82 - 392889	4/10/84 - 1273961
VIENNA MOCHA CHUNK	3/1/95 - 74/641310	4/30/96 - 1971123
CLAMBOAT	8/15/77 - 137580	6/20/78 - 1093903
CLAMBOAT	3/25/74 - 17021	5/6/75 - 1010077
CREAMY COW	9/29/82 - 394349	6/19/84 - 1282706
DUTCH FUDGE ROLL	6/7/84 - 483945	12/9/86 - 1420679
FISHAMAJIG	8/15/77 - 137579	8/22/78 - 1100306
FISHAMAJIG	5/3/74 - 20550	7/8/75 - 1015495
FRIBBLE	10/14/66 - 256443	2/27/68 - 845093
GREAT AWAKENINGS	9/29/82 - 394158	12/20/83 - 1262053
HAPPY ENDING	6/7/84 - 483946	7/2/85 - 1346611
WATTAMELON ROLL	9/29/82 - 394345	1/8/85 - 1313682
WIZARD DESIGN	9/29/82 - 73/392516	7/17/84 - 1286573
ORANGE CREME ROLL	6/02/00 - 76/061761	
DESSERT CENTER	6/02/00-76/061760	

TRADEMARK COLLATERAL ASSIGNMENT

TRADEMARK COLLATERAL ASSIGNMENT dated as of December 17, 2001, between FRIENDLY ICE CREAM CORPORATION, a Massachusetts corporation, having its principal place of business at 1855 Boston Road, Wilbraham, Massachusetts 01095 (the "Assignor"), and FLEET NATIONAL BANK, a national banking association, having an office at 100 Federal Street, Boston, Massachusetts 02110, as administrative agent (the "Administrative Agent") for itself and other financial institutions (collectively, the "Lenders") which are, or may in the future become, parties to the Revolving Credit Agreement dated as of December 17, 2001 (as amended and in effect from time to time, the "Credit Agreement"), among the [FRIENDLY ICE CREAM CORPORATION, a Massachusetts corporation (the "Borrower")], the Lenders and the Administrative Agent.

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a trademark assignment in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Assignment is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security

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Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Assignment referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Material Trademarks. The trademarks listed as Schedule A.

Material Trademark Registrations. The trademark registrations listed on Schedule A.

Material Trademark Right. Any material trademark rights that are deemed to be material in the business of the Assignor as determined by the Assignor in its commercially reasonable judgment.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing; provided, that "Pledged Trademarks" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents to the extent (but only to the extent) that the grant of a security interest would (x) constitute a violation of a restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (y) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder (it being understood that no Material Trademarks are subject to such restrictions or rights of termination).

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related

to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Assignment. This Trademark Collateral Assignment, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any

such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Assignment.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and first priority (subject to Permitted Liens) lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit

of the Lenders and the Administrative Agent. In addition, the Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Assignment and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Assignment, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Assignment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Assignment, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Assignment or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule B sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) Material Trademarks and Material Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of such Material Trademarks or Material Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Material Trademarks and Material Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Material Trademarks, Material Trademark Registrations or any Material Trademark Rights; (v) no written claim has been made that the use of any of the Material Trademarks does or may violate the rights of any third person in any material respect, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Material Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Assignment; (vii) the Assignor has the unqualified right to enter into this Trademark Assignment and to perform its terms and will take commercially reasonable steps to ensure that each of its present and future employees, agents, consultants, licensors and licensees comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Material Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Assignment, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Material Trademarks; (x) this Trademark Assignment, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority (other than Permitted Liens) security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State for the Commonwealth of Massachusetts under the Uniform Commercial Code and the recording of this Trademark Assignment with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Assignment by the Assignor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Administrative Agent and the Lenders and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times upon reasonable prior notice during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent, the Assignor will not, except as permitted by the Credit Agreement, (i) mortgage, pledge, assign, encumber or grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Assignment or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Assignment shall automatically apply thereto and the Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Administrative Agent to modify this Trademark Assignment and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any commercially reasonable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Lender in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in accordance with commercially reasonable standards in connection with this Trademark Assignment or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel reasonably acceptable to the Administrative Agent.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, (i) to prosecute any trademark registration applications of the Trademarks pending as of the date of this Trademark Assignment or thereafter, (ii) to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments, (iii) to maintain in effect the Trademark Registrations and (iv) to make the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations; provided that the Assignor shall have not have the obligation to do any of the foregoing with respect to any Trademark that it determines, in the exercise of its commercially reasonable judgment, not to prosecute, maintain or protect. All reasonable expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, unless it determines it is prudent to do so in the exercise of commercially reasonable judgment.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name as is reasonably necessary to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, except to the extent it determines it is imprudent to do so in the exercise of its commercially reasonable judgment. The Assignor may require the Administrative Agent to join in such suit or action as is reasonably necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is reasonably satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages and reasonable costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all commercially reasonable actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks, except to the extent it determines it is imprudent to do so in the exercise of its commercially reasonable judgment. The Assignor shall not take or fail to take any commercially reasonable action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, except to the extent it determines it is imprudent to do so in the exercise of its commercially reasonable judgment.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Material Trademarks or Material Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks (to the extent they are Material

Trademarks), and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks (to the extent they are Material Trademarks), the ability of the Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks (to the extent they are Material Trademarks) or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks (to the extent they are Material Trademarks)).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Assignment (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Assignment (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least seven (7) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Administrative Agent, in its own name or that of the Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Assignment.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Assignment shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Assignor pursuant to this Trademark Assignment, as fully as if this Trademark Assignment had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Assignment and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Assignment shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as instructed in §16.6 of the Credit Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

17. AMENDMENT AND WAIVER.

This Trademark Assignment is subject to modification only by a writing signed by the Administrative Agent and the Assignor, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK ASSIGNMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The Assignor agrees that any suit for the enforcement of this Trademark Assignment may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §16. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Administrative Agent or any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a

party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §19.

20. MISCELLANEOUS.

The headings of each section of this Trademark Assignment are for convenience only and shall not define or limit the provisions thereof. This Trademark Assignment and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Assignment and the Credit Agreement, or between this Trademark Assignment and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Assignment shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Assignment shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Assignment. The Administrative Agent hereby acknowledges that nothing contained herein shall prohibit the sale or granting of licenses as permitted in §§9.2.1(xvii) and 9.5.2 of the Credit Agreement.

IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the day and year first above written.

FRIENDLY ICE CREAM CORPORATION

By: _____

Name:

Title:

**FLEET NATIONAL BANK, as
Administrative Agent**

By: _____

Name:

Title:

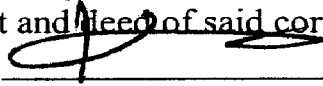
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 18th day of December, 2001, personally appeared Aaron B. Parker to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Friendly Ice Cream Corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.



Kathlyn Choi
Notary Public

My commission expires November 4, 2008

SCHEDULE A

Material Trademarks and Material Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	Registrations --	
	United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications --	
	United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>

SCHEDULE B

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, _____, a corporation organized and existing under the laws of the _____ of _____, having a place of business at _____ (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the _____ of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

SCHEDULE B

I. TRADEMARKS

Trademark	Country / Class	Appl. Date - Appl. No.	Reg. Date - Reg. No.
FRIENDLY'S	FRANCE / 29,30,42	10/23/92 - 92439657	10/23/92 - 92439657
FRIENDLY'S	GERMANY / 30,29,42	9/21/92 - D51601/29WZ	3/17/94 - 2060075
FRIENDLY'S	GREAT BRITAIN / 30	6/27/94 - 1576564	6/27/94 - 1576564
FRIENDLY'S AND DESIGN	CANADA	11/4/75 - 393083	2/17/78 - TMA226060
FRIENDLY'S	CHINA / 30	12/25/92 - 92086791	11/21/94 - 715964
FRIENDLY'S	EGYPT / 30	7/19/93 - 87606	5/10/97 - 87606
FRIENDLY'S (STYLIZED)	EUROPE - CTM / 28,30,42	4/1/96 - 287524	
FRIENDLY'S	GREAT BRITAIN / 42	4/15/92 - 1497602	4/15/92 - 1497602
FRIENDLY'S (STYLIZED)	HONG KONG / 42	5/1/92 - 10796/92	4/27/95 - B03363
FRIENDLY'S	INDIA / 30	11/15/95 - 683225	
FRIENDLY'S	SOUTH KOREA / 112	6/15/93 - 93-3285	1/18/95 - 25727
FRIENDLY'S	SOUTH KOREA / 3	6/15/93 - 93-20182	11/9/94 - 301693
FRIENDLY'S	SWEDEN / 42	3/9/93 - 93-2147	12/10/93 - 253892
FRIENDLY'S	TAIWAN / 42 (L7)	11/30/92 - 81059418	7/1/93 - 65104
FRIENDLY'S	KUWAIT / 30	1/31/99 - 42214	
BIG TWO-DO	USA / 29	6/28/00 - 76/079809	7/24/01 - 2471575
CANDY SHOPPE SUNDAE	USA / 30	12/3/91 - 74/227656	9/29/92 - 1720549
CAPPUCCINO DREAM	USA / 30	2/3/97 - 75/235520	4/6/99 - 2236405
CARAMEL FUDGE BLAST	USA / 30	7/9/98 - 75/516152	3/23/99 - 2234412
CHERRY CHOCO LANDSLIDE	USA / 30	2/3/97 - 75/235522	10/30/98 - 2200397
CHOCOLATE MALTED MEMORIES	USA / 30	2/3/97 - 75/235521	10/27/98 - 2200396
CONE HEAD SUNDAE	USA / 30	8/24/00 - 76/116950	
COOL CASH	USA / 16	6/28/00 - 76/079807	
CRUMB MADNESS	USA / 30	8/30/01 - 76/307223	
DOUBLE BERRY DELIGHT	USA / 30	2/3/97 - 75/235524	10/27/98 - 2200398
DOUBLE DELUXE SUNDAE	USA / 30	2/3/97 - 75/235523	11/3/98 - 2202074
FORBIDDEN CHOCOLATE	USA / 30	5/2/90 - 74/055140	5/21/91 - 1645426
FORBIDDEN CHOCOLATE EXPLOSION	USA / 30	6/28/00 - 76/079808	8/7/01 - 2475647
FRESH & FRIENDLY	USA / 42	2/9/95 - 74/631863	1/9/96 - 1946872
FRESH'N FRIENDLY	USA / 30, 42	5/1/81 - 308362	9/7/82 - 1207445
FRIEND-Z	USA / 30	9/20/99 - 75/804057	
FRIENDLY	USA / 29, 30, 32, 42	8/25/75 - 61201	4/5/77 - 1062852
FRIENDLY	USA / 30	9/29/82 - 394347	10/30/84 - 1302932
FRIENDLY	USA / 30	9/29/82 - 394348	10/30/84 - 1302933
FRIENDLY (SCRIPT)	USA / 42	2/28/75 - 45450	2/3/76 - 1032588
FRIENDLY FAMILY RESTAURANTS	USA / 42	8/21/78 - 73/183030	7/21/81 - 1162271
FRIENDLY (SCRIPT)	USA / 29, 30, 32	5/21/75 - 52896	3/29/77 - 1062350
FRIENDLY FRANK	USA / 29	4/7/75 - 48689	5/18/76 - 1039803
FRIENDLY ICE CREAM	USA / 29, 30, 32	5/22/75 - 53028	4/5/77 - 1062851
FRIENDLY ICE CREAM	USA / 29, 30, 32, 42	3/1/76 - 78801	3/29/77 - 1062354
FRIENDLY ICE CREAM WIZARD	USA / 42	9/29/82 - 392888	4/10/84 - 1273960
FRIENDLY'S	USA / 28	10/16/90 - 74/106499	7/28/92 - 1704309
FRIENDLY'S (BLOCK)	USA / 29,30,42	2/27/89 - 783128	5/22/90 - 1597640
FRIENDLY'S (SCRIPT)	USA / 29,30,42	2/27/89 - 783129	5/8/90 - 1595593
FRIENDLY'S BAKERY EXPRESS	USA / 42	2/18/97 - 75/245807	3/9/99 - 2231148
FRIENDLY'S BIG BEEF	USA / 29	8/23/74 - 30318	1/13/76 - 1030190
FRIENDLY'S CANDY SHOPPE SUNDAE	USA / 30	7/11/91 - 74/196174	9/29/92 - 1720530
FRIENDLYVILLE	USA / 42	7/2/82 - 372731	1/3/84 - 1263283
FRIENDWICH	USA / 30	12/20/00 - 76/184855	
GOOD 'N GOOEY SUNDAE	USA / 30	8/24/00 - 76/116952	
JUBILEE ROLL	USA / 30	5/2/90 - 74/055525	4/23/91 - 1642197
LEAVE ROOM FOR THE ICE CREAM	USA / 42	1/25/00 - 75/903239	11/21/00 - 2406437
MONSTER MASH SUNDAE	USA / 30	8/24/00 - 76/116951	
PURELY PISTACHIO	USA / 30	1/24/94 - 74/482158	10/10/95 - 1925667
ROYAL RAZZ	USA / 32	8/30/01 - 76/307224	
SOFTY THE TEDDY BEAR	USA / 30	8/25/00 - 76/116833	
SUNDAE DRIVERS	USA / 35	2/18/97 - 75/245806	3/23/99 - 2234979
THE FRIENDLY WIZARD	USA / 42	9/29/82 - 392889	4/10/84 - 1273961
VIENNA MOCHA CHUNK	USA / 30	3/1/95 - 74/641310	4/30/96 - 1971123
CLAMBOAT	USA / 29	8/15/77 - 137580	6/20/78 - 1093903
CLAMBOAT	USA / 42	3/25/74 - 17021	5/6/75 - 1010077
CREAMY COW	USA / 30	9/29/82 - 394349	6/19/84 - 1282706
DUTCH FUDGE ROLL	USA / 30	6/7/84 - 483945	12/9/86 - 1420679

FISHAMAJIG	USA / 30	8/15/77 - 137579	8/22/78 - 1100306
FISHAMAJIG	USA / 42	5/3/74 - 20550	7/8/75 - 1015495
FRIBBLE	USA / 30	10/14/66 - 256443	2/27/68 - 845093
GREAT AWAKENINGS	USA / 42	9/29/82 - 394158	12/20/83 - 1262053
HAPPY ENDING	USA / 30	6/7/84 - 483946	7/2/85 - 1346611
WATTAMELON ROLL	USA / 30	9/29/82 - 394345	1/8/85 - 1313682
WIZARD DESIGN	USA / 42	9/29/82 - 73/392516	7/17/84 - 1286573
ORANGE CRÈME ROLL	USA / 30	6/02/00 - 76/061761	
DESSERT CENTER	USA/30	6/02/00-76/061760	

II. TRADEMARK LICENSES

Licensors	Licensee	Country	Effective Date	Expiration Date	Subject Matter
Leaf, Inc.	Friendly Ice Cream Corporation	USA	6/13/90	Perpetual	Friendly's Heath Bar Sundae
Friendly Ice Cream Corporation	Friendly's International, Inc.	USA	7/18/95	Perpetual	Friendly's goods and services
Friendly Ice Cream Corporation	Friendly's Restaurants Franchise, Inc.	USA	5/24/96	Perpetual	Friendly's goods and services
Hershey's	Friendly Ice Cream Corporation	USA	1/14/93	Perpetual	sundae cups
Hershey's	Friendly Ice Cream Corporation	USA	1/28/94	Perpetual	sundae pint
Hershey's	Friendly Ice Cream Corporation	USA	9/02/88	Perpetual	non-Friendly marks
Friendly's Restaurants Franchises, Inc.	Various franchisees pursuant to Friendly's franchising program	N/A	N/A	N/A	Friendly's goods and services

III. OTHER

Such other trademarks as the Borrower owns or is licensed to use in the ordinary course of business