

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-02-2003
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK
MAR 31 AM 10:34
ENHANCE SECTION

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 3-31-03		Conveyance Type	
<input checked="" type="checkbox"/> New		<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____		<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____		<input type="checkbox"/> Merger	Effective Date Month Day Year 12-29-2002
<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____		<input type="checkbox"/> Change of Name	
		<input checked="" type="checkbox"/> Other	3rd Amended & Restated Trademark Security Interest

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
03-10-2003

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

04/01/2003 LNUELLER 00000167 923553

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP
02 FC:8522 275.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002703 FRAME: 0532

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="923,553"/>	<input type="text" value="2,075,235"/>	<input type="text" value="2,415,358"/>
<input type="text" value="1,798,040"/>	<input type="text" value="2,298,418"/>	<input type="text" value="2,491,085"/>
<input type="text" value="1,760,400"/>	<input type="text" value="2,344,222"/>	<input type="text" value="2,533,313"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Wei Wei Jeang

Name of Person Signing

Signature

March 25, 2003

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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City State/Country Zip Code

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Other

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

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Trademark Application Number(s)

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Registration Number(s)

2,577,415	<input type="text"/>	<input type="text"/>
2,594,601	<input type="text"/>	<input type="text"/>
2,628,539	<input type="text"/>	<input type="text"/>
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**THIRD AMENDED AND RESTATED
TRADEMARK SECURITY INTEREST DOCUMENT**

THIS THIRD AMENDED AND RESTATED TRADEMARK SECURITY INTEREST DOCUMENT (this "Third Amended and Restated Trademark Document"), dated as of March 10, 2003, but effective as of December 29, 2002, is executed by PIZZA INN, INC., a Missouri corporation ("Debtor"), in favor of WELLS FARGO BANK (TEXAS) NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

A. Debtor entered into that certain Loan Agreement dated as of December 1, 1994 with The Provident Bank and the Secured Party, as amended by (a) that certain First Amendment to Loan Agreement dated April 28, 1995, (b) that certain Second Amendment to Loan Agreement dated November 30, 1995, (c) that certain Third Amendment to Loan Agreement dated June 28, 1996, and (d) that certain Fourth Amendment to Loan Agreement dated April 1, 1997 (as amended, the "Original Loan Agreement").

B. In connection with the Original Loan Agreement, Debtor and certain of its subsidiaries executed and delivered to the Secured Party that certain Security Agreement dated December 1, 1994 (the "Original Security Agreement") and that certain Trademark Security Interest Document dated as of December 1, 1994 (the "Original Trademark Document").

C. The Secured Party previously acquired all of The Provident Bank's rights and obligations under the Original Loan Agreement and the other Loan Documents, and the Secured Party became the sole bank thereunder.

D. Debtor and the Secured Party renewed, extended and restructured the existing indebtedness under the Original Loan Agreement and amended and restated the Original Loan Agreement in its entirety by entering into an Amended and Restated Loan Agreement dated as of August 28, 1997, by and between the Debtor and the Secured Party, as amended by (a) that certain First Amendment to Amended and Restated Loan Agreement dated as of September 14, 1998 and (b) that certain Second Amendment to Amended and Restated Loan Agreement dated as of August 31, 1999 (as amended, the "Amended and Restated Loan Agreement").

E. In connection with the Amended and Restated Loan Agreement, the parties agreed to amend and restate the Original Security Agreement (as amended, the "Amended and Restated Security Agreement") and to amend and restate the Original Trademark Document (as amended, the "Amended and Restated Trademark Document").

F. Debtor and the Secured Party renewed, extended and restructured the existing indebtedness under the Amended and Restated Loan Agreement and amended and restated the Amended and Restated Loan Agreement in its entirety by entering into a Second Amended and Restated Loan Agreement dated as of March 31, 2000, executed by and between Debtor and Secured Party, as amended by (a) that certain First Amendment to Second Amended and Restated Loan Agreement dated as of December 28, 2000, (b) that certain Second Amendment to Second Amended and Restated Loan Agreement dated as of January 31, 2002, and (c) that certain Third Amendment to Amended and Restated Loan Agreement dated as of September 26, 2002 (the "Second Amended and Restated Loan Agreement").

G. In connection with the Second Amended and Restated Loan Agreement, the parties agreed to amend and restate the Amended and Restated Security Agreement (as amended, the "Second

Amended and Restated Security Agreement") and to amend and restate the Amended and Restated Trademark Document (as amended, the "Second Amended and Restated Trademark Document").

H. Debtor has requested (a) that the Secured Party renew and extend the existing indebtedness under the Second Amended and Restated Loan Agreement and extend additional loans to the Debtor and (b) that the Second Amended and Restated Loan Agreement be amended and restated in its entirety by entering into a Third Amended and Restated Loan Agreement dated as of the date hereof, by and between the Debtor and the Secured Party (as the same may be amended, modified or supplemented from time to time, the "Third Amended and Restated Loan Agreement").

I. In connection with the Third Amended and Restated Loan Agreement, the parties agreed, among other things, to amend and restate the Second Amended and Restated Security Agreement (as amended, the "Third Amended and Restated Security Agreement") and the Second Amended and Restated Trademark Document (as amended, the "Third Amended and Restated Trademark Document") to, among other things, (a) confirm the Secured Party's interest in all trademarks, service marks, and trademark and service mark registrations and applications, owned by Debtor as listed in the Second Amended and Restated Trademark Document (collectively, the "Existing Trademarks"), (b) grant to Secured Party a security interest in certain additional trademarks acquired by the Debtor since the Second Amended and Restated Loan Agreement was executed; and (c) grant to Secured Party a security interest in certain patents acquired by the Debtor.

J. It is a condition precedent to the effectiveness of the Third Amended and Restated Loan Agreement and to the making of new advances by the Secured Party under the Third Amended and Restated Loan Agreement that Debtor shall have executed and delivered this Third Amended and Restated Trademark Document to memorialize the amendment of the Second Amended and Restated Trademark Document in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Third Amended and Restated Security Agreement, Debtor, as security for the payment and performance of the Secured Obligations (as defined in the Third Amended and Restated Security Agreement) hereby:

(a) ratifies and confirms the prior grant of a security interest in, and grants a security interest in the following whether now or hereafter owned by the Debtor:

(i) all trademarks, service marks, trade names, company names, corporate names, business source identifiers, business names, trade styles, trade dress, logos, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and recording applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, any state of the United States or any similar offices in any other country or any political subdivision thereof (the "Trademarks"), including without limitation, each Trademark listed on Exhibit A attached hereto and make a part hereof for all purposes;

(ii) all goodwill associated with the Trademarks arising in or relating to the ordinary course of business of Debtor;

- (iii) all extensions and/or renewals thereof; and
 - (iv) the right to sue for past, present and future infringement of the foregoing; and
- (b) grants a security interest in the following whether now or hereafter owned by the Debtor:
- (i) all letters patent of the United States or any other country or political subdivision, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country or political subdivision, including without limitation, registrations, recordings, applications, and pending applications in the United States Patent and Trademark Office or any similar offices in any other country (the "Patents"), including without limitation, each Patent listed on Exhibit B attached hereto and made a part hereof for all purposes;
 - (ii) all reissues, limitations, divisions, continuations-in-part, renewals, or extensions thereof;
 - (iii) all inventions disclosed and claimed therein, including the right to make, use, and sell the inventions disclosed and claimed therein; and
 - (iv) the right to sue for past, present, and future infringement of the foregoing.

Debtor hereby acknowledges, agrees and confirms that the security interest previously granted to the Secured Party shall continue and survive the execution and delivery of the Third Amended and Restated Security Agreement and this Third Amended and Restated Trademark Document, and all of the rights granted to the Secured Party pursuant to the Second Amended and Restated Security Agreement and the Second Amended and Restated Trademark Document shall also continue and survive the execution and delivery of this Third Amended and Restated Trademark Document.

At such time as (i) Debtor shall have completely paid and performed in full all of the Secured Obligations and (ii) the Secured Party shall have no obligation or commitment to make advances to Debtor, the Secured Party shall release its security interest in all right, title and interest in the Trademarks and Patents including, without limitation, all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

Debtor represents and warrants that it has the full right and power to grant the security interest in the Trademarks and Patents made hereby and that, except pursuant to the Second Amended and Restated Security Agreement and the Second Amended and Restated Trademark Document, it has made no previous pledge, assignment, transfer or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks and Patents.

This Third Amended and Restated Trademark Document cannot be altered, amended or modified in any way, except by a writing signed by the Secured Party and Debtor. This Third Amended and Restated Trademark Document shall be binding upon Debtor and its successors and permitted assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. This Third Amended and Restated Trademark Document shall, except to the extent that the laws of another state apply to the Trademarks, Patents, or any part thereof, be governed by and construed and interpreted in accordance with the laws of the State of Texas and the applicable laws of the United States of America. By receiving

this Third Amended and Restated Trademark Document, the Secured Party is entitled to receive all of the benefits and none of the obligations and liabilities which may arise from the Trademarks or Patents.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Third Amended and Restated Trademark Document has been executed as of the day and year first written above.

DEBTOR:

PIZZA INN, INC.

By: Ronald W. Parker

Name: Ronald W. Parker

Title: President and Chief Executive Officer

SECURED PARTY:

WELLS FARGO BANK (TEXAS),
NATIONAL ASSOCIATION

By: [Signature]

Name: Ralph C. Hamm III

Title: Loan Officer

THE STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

This instrument was ACKNOWLEDGED before me on March 10, 2003, by Ronald W. Parker, on behalf of said corporation, of PIZZA INN, INC., a Missouri corporation,

[SEAL]

My Commission Expires:

06/02/2005

Cindy Thornton Lea

Notary Public - State of Texas

Cindy Thornton Lea

Printed Name of Notary Public



THE STATE OF TEXAS

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§
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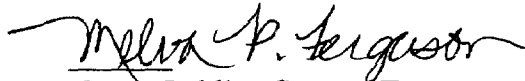
COUNTY OF DALLAS

This instrument was ACKNOWLEDGED before me on March 18, 2003, by Ralph Hamm, Relationship Mgr. of WELLS FARGO BANK (TEXAS), NATIONAL ASSOCIATION, on behalf of said bank.

[S E A L]

My Commission Expires:

02-02-05



Notary Public - State of Texas

Melva P. Ferguson

Printed Name of Notary Public

EXHIBIT A

Trademarks

Federal Trademark Registrations:

<u>Description</u>	<u>Class</u>	<u>Number</u>	<u>Date</u>
"PIZZA INN" (words) (Renewed 11/9/91)	29/30/42	923,553	11/9/71
"PIZZA INN" (stripe logo)	30	1,798,040	10/12/93
"PIZZA INN" (stripe logo)	42	1,760,400	3/23/93
"PIZZA INN EXPRESS"	42	2,075,235	7/1/97
"PIZZA INN PEPPERONI STUFFED PIZZA"	30	2,298,418	12/7/99
"REAL LARGE"	30/42	2,344,222	4/18/00
"PIZZAINN.COM"	30/42	2,415,358	12/26/00
"PIZZA INN" (cloud design)	30/42	2,491,085	9/18/01
"HUNGRY? PIZZA INN. COM" (design)	30/35/42	2,533,313	1/29/02
"THE BEST PIZZA YOU REMEMBER"	30/35/42	2,577,415	6/11/02
"PIZZA INN EXPRESS" (cloud design)	30/42	2,594,601	7/16/02
"PIZZA INN" (pole sign design)	30/42	2,628,539	10/1/02

EXHIBIT B

Patents

United States Patents:

U.S. Design Patent No. D438,463 granted on March 6, 2001, entitled "Container Box"