

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AWESOME ACQUISITION COMPANY, LP		09/22/2003	LIMITED PARTNERSHIP: TEXAS
CICI ENTERPRISES, LP		09/22/2003	LIMITED PARTNERSHIP: DELAWARE
LSJW, LP		09/22/2003	LIMITED PARTNERSHIP: TEXAS
JMC RESTAURANT DISTRIBUTION, LP		09/22/2003	LIMITED PARTNERSHIP: DELAWARE
AWESOME (GP), LLC		09/22/2003	LIMITED LIABILITY COMPANY: TEXAS
JMC GP, LLC		09/22/2003	LIMITED LIABILITY COMPANY: DELAWARE
CICI GP, LLC		09/22/2003	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	THE FROST NATIONAL BANK
Street Address:	100 WEST HOUSTON
City:	SAN ANTONIO
State/Country:	TEXAS
Postal Code:	78205
Entity Type:	ADMINISTRATIVE AGENT: TEXAS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1712523	CICI'S
Registration Number:	2680694	CICI'S
Registration Number:	2033159	THE BEST PIZZA VALUE ANYWHERE
Registration Number:	2672120	FRESH TASTE AT A GREAT PRICE
Registration Number:	2736186	

CH \$140.00 1712523

CORRESPONDENCE DATA

Fax Number: (214)969-5100

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (214) 969-4864

Email: mmcmullen@jonesday.com

Correspondent Name: MICHELLE MCMULLEN

Address Line 1: 2727 NORTH HARWOOD STREET

Address Line 2: JONES DAY

Address Line 4: DALLAS, TEXAS 75201-1515

ATTORNEY DOCKET NUMBER:

615353605002

NAME OF SUBMITTER:

MICHELLE MCMULLEN

Total Attachments: 8

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of September 22, 2003, is made by the signatories hereto (collectively, the "Grantors") in favor of The Frost National Bank, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Awesome Acquisition Company, LP, a Texas limited partnership, has entered into a Credit Agreement dated as of September 22, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Administrative Agent, GE Capital Franchise Finance Corporation, as Syndication Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans (as defined in the Credit Agreement) by the Lenders under the Credit Agreement, each Grantor has executed and delivered in favor of the Administrative Agent that certain Guarantee and Collateral Agreement dated as of September 22, 2003, (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Terms defined in the Guarantee and Collateral Agreement and not otherwise defined herein are used herein as defined in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities (as defined in the Credit Agreement).

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

SECTION 1. Grant of Security. Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following property (collectively, the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as defined in the Credit Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party (as defined in the Credit Agreement).

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

BORROWER

AWESOME ACQUISITION COMPANY, LP,  
a Texas limited partnership

By: AWESOME (GP), LLC, a Texas limited liability company  
Its: General Partner

By: [Signature]  
Name: Robert A. Kulick  
Title: Manager

LSJW, LP,  
a Texas limited partnership

By: AWESOME (GP) LLC, a Texas limited liability company  
Its: General Partner

By: [Signature]  
Name: Robert A. Kulick  
Title: Manager

AWESOME (GP), LLC, a Texas limited liability company

By: [Signature]  
Name: Robert A. Kulick  
Title: Manager

CICI ENTERPRISES, LP,  
a Delaware limited partnership

By: CICI GP, LLC, a Delaware limited liability company  
Its: General Partner

By: [Signature]  
Name: Robert A. Kulick  
Title: Manager

JMC RESTAURANT DISTRIBUTION, LP,  
a Delaware limited partnership

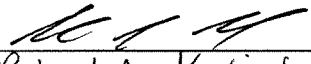
By: JMC GP, LLC, a Delaware limited liability company  
Its: General Partner

By: [Signature]  
Name: Robert A. Kulick  
Title: Manager

JMC GP, LLC, a Delaware limited liability company

By: [Signature]  
Name: Robert A. Kulick  
Title: Manager

CICI GP, LLC, a Delaware limited liability  
company

By:   
Name: Robert A. Kulick  
Title: Manager

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

**Federal Trademarks Registrations**

MARK	INT'L CLASS	REGISTRATION ISSUE DATE	U.S. TRADEMARK REGISTRATION NUMBER
CICI'S	42	9/1/92	1,712,523
CICI'S	30	1/28/03	2,680,694
<sup>1</sup> THE BEST PIZZA VALUE ANYWHERE	42	1/21/97	2,033,159
FRESH TASTE AT A GREAT PRICE	43	1/7/03	2,672,120
MISCELLANEOUS DESIGN	30 & 43	7/15/03	2,736,186

**Texas State Trademark Registrations**

MARK	INT'L CLASS	REGISTRATION ISSUE DATE	TRADEMARK REGISTRATION NUMBER
CICI'S	42	10/25/91	51,349

**Louisiana State Trademark Registrations**

MARK	INT'L CLASS	REGISTRATION ISSUE DATE	TRADEMARK REGISTRATION NUMBER
CICI'S PIZZA	42	5/30/96	31,700,759

**Foreign Trademark Registrations**

MARK	INT'L CLASS	REGISTRATION ISSUE DATE	TRADEMARK REGISTRATION NUMBER
CICI'S (CANADA)	Restaurant Services	9/15/00 <sup>2</sup>	1075184 <sup>3</sup>

<sup>1</sup> Published on the Supplemental Register.

<sup>2</sup> Application date.



CICI'S (EUROPE - CTM)	42	6/25/98	162958
CICI'S (MEXICO)	42	9/26/94	481667

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(continued...)

<sup>3</sup> Application serial number.

SCHEDULE C

Copyrights

None.