


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Peter Piper, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Arizona <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: Fleet National Bank, Internal as Administrative Agent Address: _____ Street Address: 100 Federal Street City: Boston State MA Zip: 02110 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other National Bank If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: December 31, 2003			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) _____ See Schedule I Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kimberly B. Herman, Esq. Internal Address: _____ _____ _____ Street Address: Sullivan & Worcester LLP One Post Office Square City: Boston State MA Zip: 02109			6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 3.41).....\$ 290.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 500751		
DO NOT USE THIS SPACE					
9. Signature. Kimberly B. Herman, Esq.  4/22/04 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 6					

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

CH \$290.00 500751 2230775

SCHEDULE 1

To

Trademark Security Agreement and License by and between
Peter Piper, Inc. and Fleet National Bank

TRADEMARKS OWNED BY PETER PIPER, INC.

Trademark	Registration No.	Registration Date	Class
PETER PIPER PIZZA	2,230,775	March 9, 1999	42
PETER PIPER PIZZA	2,228,782	March 2, 1999	42
PETER PIPER PIZZA IS THE PIZZA PEOPLE PICK	1,867,312	December 13, 1994	42
Geometric storefront design	1,915,601	August 29, 1995	42
Rocky character design	1,887,334	April 4, 1995	30
Rocky character design	1,870,722	December 27, 1994	42
PETER PIPER PIZZA	1,874,338	January 17, 1995	42
PETER PIPER PIZZA	1,870,722	December 27, 1994	30
PETER PIPER PIZZA stylized wavy line	1,285,537	July 10, 1984	35
PETER PIPER PIZZA stylized wavy line	1,161,445	July 14, 1981	42
C'MON OVER	1,287,398	July 24, 1984	42

AMENDMENT AND RESTATEMENT OF SCHEDULE
I TO TRADEMARK SECURITY AGREEMENT AND LICENSE

Reference is made to that certain Trademark Security Agreement and License (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of April 26, 2000, between PETER PIPER, INC., an Arizona corporation (the "Company"), and FLEET NATIONAL BANK, as agent for the lenders (the "Agent") from time to time party to that certain Credit Agreement, dated of even date therewith, by and among the Company, various other financial institutions from time to time lender parties thereto and the Agent.

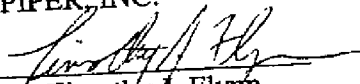
The undersigned hereby agree that as of December 31, 2003 (the "Effective Date"), Schedule I to the Trademark Security Agreement shall be amended and restated in its entirety to read as set forth on Schedule I attached hereto.

The Company confirms to the Agent that the Trademark Security Agreement shall continue in full force and effect and that references therein to the Credit Agreement shall as of the Effective Date refer to that certain Second Amended and Restated Credit Agreement, dated as of December 31, 2003, by and among the Company, Peter Piper Entertainment, Inc., various other financial institutions from time to time lender parties thereto, and the Agent, as the same may be amended, modified, supplemented, extended or restated, from time to time.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Amendment and Restatement of Schedule I to Trademark Security Agreement and License to be executed by their respective duly authorized officers as of the Effective Date.

PETER PIPER, INC.

By: 
 Name: Timothy J. Flynn
 Title: Vice President and CFO

FLEET NATIONAL BANK, as Agent

By: _____
 Name: _____
 Title: _____

[Signature Page to Amendment and Restatement of Schedule I to Trademark Security Agreement and License]

IN WITNESS WHEREOF, the undersigned have caused this Amendment and Restatement of Schedule I to Trademark Security Agreement and License to be executed by their respective duly authorized officers as of the Effective Date.

PETER PIPER, INC.

By: _____
 Name: Timothy J. Flynn
 Title: Vice President and CFO

FLEET NATIONAL BANK, as Agent

By: Alexandra Burke
 Name: Alexandra Burke
 Title: Director