

## 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
Marie Callender Pie Shops, Inc.		07/22/2004	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	BancBoston Investments Inc.
Street Address:	175 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: MASSACHUSETTS

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1480957	MARIE CALLENDER'S
Registration Number:	1024794	MARIE CALLENDER'S
Registration Number:	1719136	CALLENDER'S
Registration Number:	1771650	MARIE CALLENDER'S
Registration Number:	2592059	MARIE CALLENDER'S RESTAURANT & BAKERY
Serial Number:	78121167	MADE WITH THE CARE OF MARIE
Serial Number:	78272795	GET TO KNOW US OVER DINNER
Serial Number:	78231897	GET TO KNOW US OVER DINNER
Serial Number:	78304797	CREATE YOUR OWN PASTA
Serial Number:	78353852	CORONA BAKERY
Serial Number:	78353861	RAZZLEBERRY
Serial Number:	78353859	RAZZLEBERRY

## CORRESPONDENCE DATA

Fax Number: (617)951-8736

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

TRADEMARK

900010676

REEL: 002899 FRAME: 0098

OP \$315.00 1480957

Phone: 617-951-8144  
Email: eileen.sullivan@bingham.com  
Correspondent Name: Eileen M. Sullivan  
Address Line 1: 150 Federal Street  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

MARIE CALLENDAR

NAME OF SUBMITTER:

Eileen Sullivan

**Total Attachments: 12**

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## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 22, 2004, is executed and delivered by and between **MARIE CALLENDER PIE SHOPS, INC.**, a California corporation ("MCPSP") and **BANCBOSTON INVESTMENTS INC.**, as collateral agent for the Holders, as defined below (in such capacity, together with its successors and assigns, if any, in such capacity, the "Agent"), with reference to the following:

**WHEREAS**, Wilshire Restaurant Group, Inc., a Delaware corporation (the "Company"), previously entered into that certain Securities Purchase Agreement, dated as of June 29, 2000 (as amended by that certain First Amendment to Securities Purchase Agreement, dated as of May 31, 2001, and by that certain Second Amendment to Securities Purchase Agreement, dated as of September 18, 2002, the "Existing Securities Purchase Agreement") by and among the Company, BancBoston Investments Inc. (in its individual capacity, "BBI"), Eagle Mezzanine Partners I, LLC ("Eagle") and Allied Capital Corporation ("Allied"), and together with BBI and Eagle, the "Holders";

**WHEREAS**, as a result of the Company's failure to make interest payments due on the Notes on March 31, 2003, June 30, 2003, September 30, 2003, December 31, 2003 and March 31, 2004, as required under the Existing Securities Purchase Agreement, certain Events of Default (the "Specified Defaults") exist under such Existing Securities Purchase Agreement;

**WHEREAS**, the Company, the Holders and Agent have agreed to enter into an amended and restated Securities Purchase Agreement (the "Securities Purchase Agreement"), dated as of the date hereof, pursuant to which, among other things, the Holders shall waive such Specified Defaults;

**WHEREAS**, the Company is the parent company of MCPSP and MCPSP and expects to receive substantial direct and indirect benefit from the financial accommodations granted by the Holders to the Company pursuant to the Securities Purchase Agreement;

**WHEREAS**, to induce the Holders to enter into the Securities Purchase Agreement, MCPSP has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, MCPSP hereby agrees in favor of Agent, for the benefit of the Holders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble to this Agreement.

"Company" has the meaning ascribed to such term in the recitals to this Agreement.

"Intercreditor Agreement" means that certain Intercreditor Agreement, dated as of the date hereof, by and among the Company and its Subsidiaries, the Agent and the Senior Lien Agent.

"MCPSI" has the meaning ascribed to such term in the preamble to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of MCPSI, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of MCPSI from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to MCPSI from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means all liabilities, obligations, or undertakings, including, without limitation, the put rights described in Section 10 of the Securities Purchase Agreement, owing by the Company or any of its Subsidiaries to the Holders of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Securities Purchase Agreement, the Collateral Documents or any other Financing Agreements and Related Agreements to which the Company or any of its Subsidiaries, is a party, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys fees), and expenses (including interest, costs, indemnities, fees, and expenses that accrue with respect thereto, irrespective of whether a claim therefor is allowed pursuant to the provisions of the Bankruptcy Code (if applicable)) and any and all other amounts which MCPSI is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Securities Purchase Agreement" has the meaning set forth in the recitals to this Agreement.

"Senior Lien Agent" means Wells Fargo Foothill, Inc., as arranger and administrative agent under the Senior Loan Agreement.

"Senior Loan Agreement" means that certain Loan and Security Agreement, dated as of July 22, 2004, by and between MCPSI and Wells Fargo Foothill, Inc., as arranger and administrative agent.

"Specified Defaults" has the meaning set forth in the recitals to this Agreement.

"Subordination Agreement" means that certain Subordination Agreement, dated as of the date hereof, by and among the Company and its Subsidiaries, the Senior Lien Agent and the Agent [and the Holders].

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the Commonwealth of Massachusetts.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Securities Purchase Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement or the Securities Purchase Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Securities Purchase Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of MCPSI and supplemental rights and remedies in favor of Agent (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Securities Purchase Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, MCPSI hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Holders, a continuing security interest in all of MCPSI's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by MCPSI, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in MCPSI's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of MCPSI's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. MCPSI hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Guarantor Security Agreement. This Agreement shall be fully incorporated into the Guarantor Security Agreement and all understandings, agreements and provisions contained in the Guarantor Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Guarantor Security Agreement.

(d) Licenses. MCPSI may grant licenses of the Trademark Collateral in accordance with the terms of the Securities Purchase Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. MCPSI at its reasonable expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Holders and to accomplish the purposes of this Agreement. If MCPSI refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of MCPSI, or in the name of Agent or otherwise, without notice to or assent by MCPSI, and MCPSI hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as MCPSI's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of MCPSI on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Holders, and (ii) following and during the continuation of an Event of Default to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of MCPSI, that Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of

Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed.

4. Representations and Warranties. MCPSI represents and warrants to each of the Holders, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of MCPSI's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by MCPSI.

(b) Trademarks Subsisting. Each of MCPSI's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of MCPSI's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) MCPSI has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that they own, (ii) MCPSI is the sole and exclusive owner of such Trademark Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by MCPSI not to sue third persons, and (iii) with respect to any Trademarks for which MCPSI is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, MCPSI is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by MCPSI or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by MCPSI or any such licensor with any other Person, no other Person has any rights in or to any of such Trademark Collateral. To the best of MCPSI's knowledge, the past, present and contemplated future use of the Trademark Collateral by MCPSI has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of MCPSI's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by MCPSI has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.



(e) Powers. MCPSI has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Holders, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, MCPSI agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could reasonably be expected to have a material adverse effect on any of the Trademarks and the Trademark Collateral which, in each case, is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which MCPSI is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when MCPSI shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and if the foregoing is material to the Loan Parties' business, MCPSI shall give to Agent prompt notice thereof. MCPSI shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If MCPSI refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, MCPSI hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on MCPSI's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Holders. Notwithstanding any provision contained in this Agreement, neither Agent nor any other Holder shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to MCPSI or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent or any other Holder hereunder or in connection herewith, neither Agent nor any of other Holder shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Securities Purchase Agreement shall constitute an Event of Default hereunder.

9. Remedies. Subject to the Intercreditor Agreement and the Subordination Agreement, from and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Securities Purchase Agreement or any other Financing Agreements and Related Agreements to which the Company or any of its Subsidiaries is a party, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. MCPSI hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise

dispose of the Trademark Collateral after default, pursuant to the UCC. MCPSI hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Financing Agreements and Related Agreements to which the Company or any of its Subsidiaries is a party, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of MCPSI in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by MCPSI (or their successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, subject to the Intercreditor Agreement and the Subordination Agreement, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of MCPSI or Agent, to enforce or protect any of the Trademark Collateral, in which event MCPSI shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, MCPSI, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by MCPSI and Agent, for the benefit of the Holders and their respective successors and assigns.

11. Notices. All notices and other communications hereunder to Agent shall be in writing and shall be mailed, sent or delivered in accordance with the Securities Purchase Agreement and all notices and other communications hereunder to MCPSI shall be in writing and shall be mailed, sent or delivered in accordance with the Securities Purchase Agreement to the following address: 27081 Aliso Creek Road, Suite 200, Aliso Viejo, CA, 92656.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the Commonwealth of Massachusetts, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of Massachusetts law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Financing Agreements and Related Agreements to which the Company or any of its Subsidiaries is a party, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Additional Rights and Remedies. MCPSI acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Securities Purchase Agreement and the other Financing Agreements or Related Agreements and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. MCPSI acknowledges that this Agreement, the Securities Purchase Agreement and the other Financing Agreements and Related Agreements to which the Company or any of its Subsidiaries is a party may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and MCPSI agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by MCPSI, at MCPSI's expense, as shall be necessary to evidence termination of the security interest granted by MCPSI to Agent, for the benefit of the Holders hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the date first above written.

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

By: James W. Atkinson  
Name: James W. Atkinson  
Title: Exec. VP / CFO

**BANCOSTON INVESTMENTS INC., as Agent**

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the date first above written.

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

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

**BANCOSTON INVESTMENTS INC., as Agent**

By: *Richard A. Merino*  
Name: *RICHARD A. MERINO*  
Title: *MANAGING DIRECTOR*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE A**

**Registered U.S. Trademarks**

<b><u>MARK</u></b>	<b><u>Registration Number</u></b>
MARIE CALLENDER'S (Stylized)	1,480,957
MARIE CALLENDER'S	1,024,794
CALLENDER'S	1,719,136
MARIE CALLENDER'S	1,771,650
MARIE CALLENDER'S RESTAURANT & BAKERY	2,592,059

**Pending U.S. Trademarks**

MADE WITH THE CARE OF MARIE	78/121,167
GET TO KNOW US OVER DINNER	78/272,795
GET TO KNOW US OVER DINNER	78/231,897
CREATE YOUR OWN PASTA	78/304,797
CORONA BAKERY	78/353,852
RAZZLEBERRY	78/353,861
RAZZLEBERRY	78/353,859