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Form PTO-1594 (Rev. 03/01) CMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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):

Fleet National Bank (formerly known as BankBoston, N.A.)

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Release of Security Interest

Execution Date: July 22, 2004

2. Name and address of receiving party(ies)

Name: Marie Callender Pie Shops, Inc.

Internal Address:

Street Address: 27081 Aliso Creek Blvd., Suite 200

City: Aliso Viejo State: CA Zip: 92656-3399

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

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) 75/567,721; 75/677,521

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: Nobuko Christy

Internal Address:

Paul, Hastings, Janofsky & Walker LLP

Street Address: 515 So. Flower Street, 25F

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

#16-0752

DO NOT USE THIS SPACE

9. Signature.

Nobuko Christy Name of Person Signing

Nobuko Christy Signature

July 30, 2004 Date

Total number of pages including cover sheet, attachments, and document:

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

08/03/2004 ECDOPER 00000002 75567721

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Trademark Registrations, and Applications

<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MARIE CALLENDER'S	1,024,794	November 11, 1975
MARIE CALLENDER'S	1,025,427	November 18, 1975
MARIE CALLENDER'S	1,480,957	March 15, 1988
CALLENDER'S	1,719,136	September 11, 1992
MARIE CALLENDER'S	1,771,650	May 18, 1993
THE BEST OF MARIE CALLENDER'S	2,065,709	May 27, 1997

<u>Trademark or Service Mark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
WILSHIRE FARMS KITCHEN	75/567,721	October 9, 1998
MARIE CALLENDER'S RESTAURANT & BAKERY	75/677,521	April 8, 1999

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 22, 2004 ("Effective Date") by Fleet National Bank (formerly known as BankBoston, N.A., which, in turn, was formerly known as The First National Bank of Boston), as agent for itself and the other below-defined Banks, with an office located at 100 Federal Street, Boston, Massachusetts ("Grantee"), in favor of Marie Callender Pie Shops, Inc. a California corporation, having its principal office at 27081 Aliso Creek Blvd., Suite 200, Aliso Viejo, California ("Grantor").

WHEREAS, reference is made to that certain Revolving Credit and Term Loan Agreement dated as of November 12, 1999 (as amended from time to time and in effect, the "Credit Agreement") among Wilshire Restaurant Group, Inc., a Delaware corporation (the "Borrower"), the several banks and other financial institutions identified as Banks therein (collectively, the "Banks"), and Grantor.

WHEREAS, the payment and performance of the Borrower's Obligations under the Credit Agreement have been unconditionally guaranteed (the "Guaranty") by each of the Grantor, Marie Callender Ventures, Inc., Marie Callender Wholesalers, Inc., Macal Investors, Inc., MCID, Inc., FIV Corp. (f/k/a East Side Mario's Restaurants, Inc.), East Side Mario's Operating Corp., and Wilshire Beverage, Inc.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Collateral Security and Pledge Agreement by and between Grantor and Grantee dated as of November 12, 1999 as recorded with the United States Patent and Trademark Officer ("PTO") on November 18, 1999 at Reel 1992 and Frame 0529 (as amended, the "Collateral Agreement"), Grantor conditionally assigned, transferred and conveyed to Grantee, and granted to Grantee a security interest and mortgage in all of Grantor's right, title and interest in, to and under the Pledged Trademarks (as defined in the Collateral Agreement) including such marks, names and applications as described in Schedule A attached hereto.

WHEREAS, Grantor and Grantee entered into the Collateral Agreement pursuant to the terms and conditions of the Credit Agreement and Guaranty.

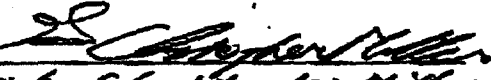
WHEREAS, Grantee also recorded security interests with the PTO on September 30, 1996 and February 19, 1997 at Reel 1507 and Frame 0443, Reel 1554 and Frame 0990, and Reel 1591 and Frame 0747.

WHEREAS, Borrower has paid all of its outstanding indebtedness to Grantee and the Credit Agreement and Guaranty have been terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby (i) terminates the Collateral Agreement, and hereby terminates, cancels and releases any and all of its security interests in and mortgages to the Pledge Trademarks and (ii) assigns, transfers and conveys to the Grantor, without any representation, warranty or recourse whatsoever, all of Grantee's right, title and interest (if any) in, to and under the Pledged Trademarks.

IN WITNESS WHEREOF, Grantec has caused this Release to be executed by its duly authorized representative as of the Effective Date.

FLEET NATIONAL BANK (formerly known as BankBoston, N.A., which, in turn, was formerly known as The First National Bank of Boston),
as Agent

By: 
Name: G. Christopher Miller
Title: St. Paul Office Manager

SCHEDULE A

United States Trademarks, Trademark Registrations, and Applications

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

Marie Callender's	1,024,794	November 11, 1975
Marie Callender's	1,025,427	November 18, 1975
Marie Callender's	1,480,957	March 15, 1988
Callender's	1,719,136	September 11, 1992
Marie Callender's	1,771,650	May 18, 1993
The Best of Marie Callender's	2,065,709	May 27, 1997

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

Wilshire Farms Kitchen	75/567,721	October 9, 1998
Marie Callender's Restaurant & Bakery	75/677,521	April 8, 1999

California State Registrations		
<u>Trademark or Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>

Marie Callender's	13869	
Marie Callender's	4082	

Foreign Trademarks, Trademark Registrations, and Applications

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Marie Callender's	Japan	3,056,685	
Callender's	Japan	3,219,519	November 29, 1996
Marie Callender's	China/Taiwan	31600	September 1, 1988
Marie Callender's	Indonesia	249,683	May 25, 1989
Marie Callender's	Korea	10193	July 29, 1989
Marie Callender's	Mexico	429,657	June 6, 1991
Marie Callender's	Mexico	404,147	January 23, 1993
Marie Callender's	Mexico	417,929	July 2, 1992
Marie Callender's	New Zealand	B180544	January 21, 1993
Marie Callender's	Canada	422102	January 21, 1994
Marie Callender's	Hong Kong	Ordered	
Marie Callender's	Saudi Arabia	Dispatched	
Marie Callender's	Singapore		
Marie Callender's	Egypt	97592	September 25, 1995

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>
Callender's	Japan	3-111820	October 29, 1991
Marie Callender's	European Community	79,129	March 27, 1996