

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CiCi Enterprises, LP		11/28/2005	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	231 South LaSalle Street		
Internal Address:	IL1-231-08-30		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2736186		
Registration Number:	2672120	FRESH TASTE AT A GREAT PRICE	
Registration Number:	2680694	CICI'S	
Registration Number:	2033159	THE BEST PIZZA VALUE ANYWHERE	
Registration Number:	1712523	CICI'S	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		

OP \$140.00 2736186

900041204

TRADEMARK
REEL: 003239 FRAME: 0058

ATTORNEY DOCKET NUMBER:	017625.3142NTCICICLE
NAME OF SUBMITTER:	Charles L. Evans
Signature:	/Charles L. Evans/
Date:	02/02/2006
Total Attachments: 3 source=ngsi-t cici#page1.tif source=ngsi-t cici#page2.tif source=ngsi-t cici#page3.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

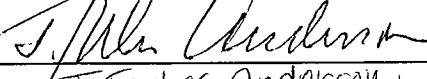
Please be advised that pursuant to the Security Agreement dated as of November 28, 2005 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CICI ENTERPRISES, LP,
a Delaware limited partnership

By: CICI GP, LLC,
a Delaware limited liability company,
its general partner

By: 
Name: S. Forbes Anderson
Title: manager

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

NOTICE
OF
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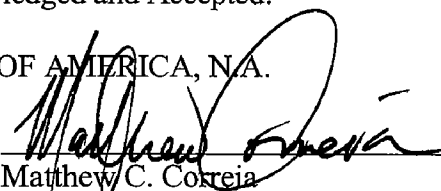
CICI ENTERPRISES, LP,
a Delaware limited partnership

By: CICI GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.

By: 
Name: Matthew C. Correia
Title: Assistant Vice President

Trademarks

Mark	Registration No.	Registration Date
Design Only	2736186	7/15/03
FRESH TASTE AT A GREAT PRICE	2672120	1/7/03
CICI'S	2680694	1/28/03
THE BEST PIZZA VALUE ANYWHERE	2033159	1/21/97
CICI'S	1712523	9/1/92