

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marie Callender Pie Shops, Inc.		05/03/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	201 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1719136	CALLENDER'S
Serial Number:	78353852	CORONA BAKERY
Serial Number:	78231897	GET TO KNOW US OVER DINNER
Registration Number:	2851850	MADE WITH THE CARE OF MARIE
Registration Number:	1480957	MARIE CALLENDER'S
Registration Number:	1771650	MARIE CALLENDER'S
Registration Number:	1024794	MARIE CALLENDER'S
Registration Number:	1025427	MARIE CALLENDER'S
Serial Number:	78467936	MARIE CALLENDER'S GRILL
Registration Number:	2592059	MARIE CALLENDER'S RESTAURANT & BAKERY
Serial Number:	78353861	RAZZLEBERRY

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900048782

**TRADEMARK
 REEL: 003307 FRAME: 0217**

CH \$290.00 1719136

Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	05/12/2006

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of May 3, 2006, by and between MARIE CALLENDER PIE SHOPS, INC., a California corporation, (the "Pledgor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to the Amended and Restated Collateral Agreement of even date herewith (as so amended and restated, the "Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

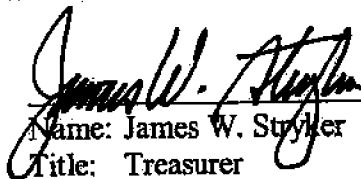
grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the day and year first written above.

MARIE CALLENDER PIE SHOPS, INC.

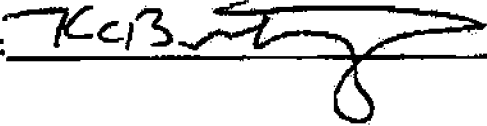
By: 
Name: James W. Stryker
Title: Treasurer

[Trademark Security Agreement]

TRADEMARK
REEL: 003307 FRAME: 0221

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____

Name: K.C. Brechnitz
Title: Director

[Trademark Security Agreement]

TRADEMARK
REEL: 003307 FRAME: 0222

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Marie Callender's Pie Shop, Inc.	1,719,136	CALLENDER'S
Marie Callender's Pie Shop, Inc.	78/353,852	CORONA BAKERY
Marie Callender's Pie Shop, Inc.	78/231,897	GET TO KNOW US OVER DINNER
Marie Callender's Pie Shop, Inc.	2,851,850	MADE WITH THE CARE OF MARIE
Marie Callender's Pie Shop, Inc.	1,480,957	MARIE CALLENDER'S
Marie Callender's Pie Shop, Inc.	1,771,650	MARIE CALLENDER'S
Marie Callender's Pie Shop, Inc.	1,024,794	MARIE CALLENDER'S
Marie Callender's Pie Shop, Inc.	1,025,427	MARIE CALLENDER'S
Marie Callender's Pie Shop, Inc.	78/467,936	MARIE CALLENDER'S GRILL
Marie Callender's Pie Shop, Inc.	2,592,059	MARIE CALLENDER'S RESTAURANT & BAKERY
Marie Callender's Pie Shop, Inc.	78/353,861	RAZZLEBERRY