

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
WP ACQUISITION, LLC		01/04/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
PRETZEL PARENT HOLDING CORPORATION		01/04/2007	CORPORATION: DELAWARE
PRETZEL HOLDING CORPORATION		01/04/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P.
Street Address:	335 North Maple Drive
Internal Address:	Suite 240
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2627228	WETZEL'S PRETZELS
Registration Number:	2468795	CIN-A-YUM
Registration Number:	1970656	WETZEL'S

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213-680-6400
 Email: kimberley.lathrop@bingham.com
 Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen
 Address Line 1: 355 South Grand Avenue

CH \$90.00 2627228

Address Line 2: Suite 4400
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3212285.32278
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	01/04/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 4th day of January, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P.**, a California limited partnership (in its capacity as collateral agent for itself and the Holders, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of January 4, 2007 (as amended from time to time, the "Note Purchase Agreement") by and among the Grantors, the Secured Party, and the Purchasers signatory thereto, such Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party that certain Security Agreement dated January 4, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party, for the benefit of the Holders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Party, for the benefit of the Holders, a first priority, continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and rights in and to Intellectual Property Licenses with respect to trademarks to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations, extensions, modifications and renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, for the benefit of the Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

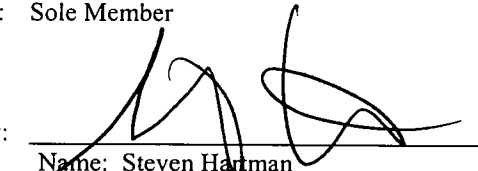
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

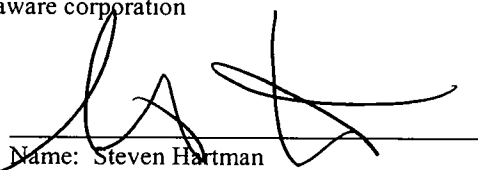
GRANTORS:

WP ACQUISITION, LLC,
a California limited liability company

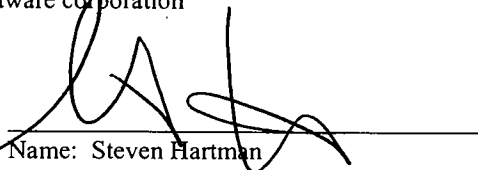
By: **PRETZEL HOLDING CORPORATION,**
a Delaware corporation
Its: Sole Member

By: 
Name: Steven Hartman
Title: Secretary

PRETZEL PARENT HOLDING CORPORATION,
a Delaware corporation

By: 
Name: Steven Hartman
Title: Secretary

PRETZEL HOLDING CORPORATION,
a Delaware corporation

By: 
Name: Steven Hartman
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SECURED PARTY:

**LEVINE LEICHTMAN CAPITAL
PARTNERS, INC.**, a California corporation

On behalf of **LEVINE LEICHTMAN
CAPITAL PARTNERS III, L.P.**, a
California limited partnership

By: _____

Name: Steven Hartman

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 003455 FRAME: 0234**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Wetzel's Pretzels, LLC	U.S.A.	WETZEL'S PRETZELS	App. No. 76/029,282 Reg. No. 2,627,228	App. Date: 04/18/2000 Reg. Date: 10/01/2002
Wetzel's Pretzels, LLC	U.S.A.	CIN-A-YUM	App. No. 75/629,310 Reg. No. 2,468,795	App. Date: 01/27/1999 Reg. Date: 07/17/2001
Wetzel's Pretzels, LLC	U.S.A.	WETZEL'S	App. No. 74/580,460 Reg. No. 1,970,656	App. Date: 09/30/1994 Reg. Date: 04/23/1996