

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement to the Financing Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pizza Inn, Inc.		01/23/2007	CORPORATION: MISSOURI
Barko Realty, Inc.		01/23/2007	CORPORATION: TEXAS
Pizza Inn of Delaware, Inc.		01/23/2007	CORPORATION: DELAWARE
R-Check, Inc.		01/23/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services, Inc.
Street Address:	5420 LBJ Freeway, Suite 200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	0834441	THE PIZZA INN
Registration Number:	3051422	PIZZA INN
Registration Number:	3051421	PIZZA INN
Registration Number:	2862286	PIZZA INN
Registration Number:	2862268	PIZZA INN
Registration Number:	2533313	HUNGRY? ORDER ONLINE PIZZAINN.COM
Registration Number:	2415358	PIZZAINN.COM
Registration Number:	2628539	PIZZA INN
Registration Number:	2491085	PIZZA INN
Registration Number:	2594601	PIZZA INN EXPRESS
Registration Number:	2075235	PIZZA INN EXPRESS

OP \$690.00 0834441

Registration Number:	1798040	PIZZA INN
Registration Number:	1760400	PIZZA INN
Registration Number:	0923553	PIZZA INN
Registration Number:	2776318	THE REAL LARGE
Registration Number:	2344222	REAL LARGE
Serial Number:	78728078	YOU MIGHT FIND A CHEAPER PIZZA, BUT THEN YOU'D HAVE TO EAT IT
Serial Number:	78728060	COMPLETELY CRUSTWORTHY
Registration Number:	2992953	
Registration Number:	2981598	
Registration Number:	2780140	HOW LARGE SHOULD BE DONE!
Registration Number:	2577415	THE BEST PIZZA YOU REMEMBER
Registration Number:	2356884	PEPPERONI STUFFED PIZZA
Registration Number:	2688940	PEPPERONI MAX
Registration Number:	2356392	THE BEST PIZZA EVER
Registration Number:	2380929	FIRE IT UP
Registration Number:	2258715	PIZZERTS

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	024843.0106
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	02/07/2007

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of January 23, 2007 (this "Agreement"), made by and among each of PIZZA INN, INC., a Missouri corporation ("Parent"), BARKO REALTY, INC., a Texas corporation ("Barko"), PIZZA INN OF DELAWARE, INC., a Delaware corporation ("PID") and R-CHECK, INC., a Texas corporation ("R-C" and together with Parent, Barko and PID, each individually a "Company" and collectively, the "Companies"), each with a principal place of business at 3551 Plano Parkway, The Colony, TX 75056, in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, as Lender ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Financing Agreement, dated as of the date hereof, by and among Parent and Lender, (as amended, supplemented or otherwise modified from time to time, the "**Financing Agreement**"), (i) Lender has agreed to make certain loans to Parent and (ii) the Companies have granted a security interest to Lender, in, among other things, all right, title and interest of the Companies in, to and under all of the Companies' Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by Parent under the Financing Agreement; and

WHEREAS, each Company is the owner of the entire right, title and interest in, to and under such Company's respective Intellectual Property listed on Schedule I hereto; and

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Financing Agreement, the Companies hereby agree with Lender as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"Copyrights" shall mean, with respect to any Company, all of such Company's now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

"Copyright Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Company of any right to use any Copyright.

“Governmental Authority” shall mean any federal, state, municipal, national, local or other governmental department, court, commission, board, bureau, agency or instrumentality or political subdivision thereof, or any entity or officer exercising executive, legislative or judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case, whether of the United States or a state, territory or possession thereof, a foreign sovereign entity or country or jurisdiction or the District of Columbia.

“Financing Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all customer lists and customer information; (v) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of commercially available off-the-shelf software), source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (vi) all other intellectual property; and (vii) all common-law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean, with respect to any Company, all of such Company’s now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Company of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks” shall mean, with respect to any Company, all of such Company’s now existing or hereafter acquired right, title, and interest in and to: (i) all of such Company’s trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided, that*, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii)

the entire goodwill of the such Company's business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Company of any right to use any Trademark.

(c) **Other Definitional Provisions.**

- i. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- ii. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, each Company hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Financing Agreement, does hereby grant, assign and convey) to Lender, a first priority lien and security interest in such Company's entire right, title and interest in its respective Intellectual Property (except to the extent any Intellectual Property License prohibits such grant, assignment or conveyance or requires the consent of any third party) and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Company, and including, without limitation, each Company's right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Company's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Protection of Intellectual Property by Companies.** The Companies shall, at their sole cost, expense and risk, to the extent the Companies deem necessary in their good faith business judgment, in connection with the operation of their business, undertake the following with respect to the Intellectual Property, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Intellectual Property and with the processing of the Intellectual Property and take all other reasonable and necessary steps to maintain each registration of the Intellectual Property.
- (b) Take all actions reasonably necessary to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.
- (c) Pursue the prompt, diligent processing of each application for registration, which is the subject of the security interest created herein, and not abandon or delay any such efforts.
- (d) Take any and all action that the Companies reasonably deem appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement

actions.

4. **Representations and Warranties.** Each Company represents and warrants that:

- (a) Schedule I is a true, correct and complete list of all federally registered or applied for Intellectual Property where the Companies are the owner of the entire right, title and interest in, to and under such listed Intellectual Property as of the date hereof.
- (b) Except as set forth in Schedule I, none of the Intellectual Property identified on Schedule I is the subject of any licensing or franchise agreement pursuant to which any Company is the licensor or franchisor.
- (c) The Intellectual Property identified on Schedule I hereto, is valid and enforceable, and to the Companies' knowledge: (i) no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person; and (ii) no material claim has been asserted and is pending by any Person challenging or questioning the use by any Company of any of the Intellectual Property owned by any Company or the validity or effectiveness of any of the Intellectual Property owned by any Company, nor does any Company know of any valid basis for any such claim.
- (d) Except as could not be reasonably expected to have a Material Adverse Effect, each Company owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and such Company is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, other than any Intellectual Property listed on Schedule I that is purported to be owned by each of the Companies and Permitted Encumbrances.
- (e) To the knowledge of each of the Companies, no holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Company's rights in, any Intellectual Property set forth on Schedule I in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Company.
- (f) Each Company has the legal right and authority to enter into this Agreement and perform its terms.
- (g) The Companies shall give Lender written notice (with reasonable detail) on a quarterly basis in the event any of the following occur:
 - i. The Companies' (or any of them) obtaining rights to, and filing applications for registration of, any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property, which is material to the business, operations, performance or prospects of any Company, or has had a worth, in the aggregate of \$25,000 or more.
 - ii. The Companies' (or any of them) becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor which is material to the business, operations, performance or prospects of any Company, or has had a worth, in the aggregate of \$25,000 or more.
 - iii. The Companies' (or any of them) entering into any new Licenses as licensor

thereunder.

- iv. Unless where the failure to do so would not reasonably be expected to have a Material Adverse Effect, the Companies' shall give Lender written notice (with reasonable detail) following the occurrence of the Companies' knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding the Companies' ownership of, or the validity of, any material Intellectual Property or the Companies' right to register the same or to own and maintain the same.
- (h) If any Company amends its name, such Company shall provide copies of such amendment documentation to Lender and shall re-register such Company's Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Lender shall request to maintain a perfected first priority security interest in such Intellectual Property, to the extent such security interest can be perfected by such filing.

5. No Violation of Financing Agreement. The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Financing Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Financing Agreement.

6. Agreement Applies to Future Intellectual Property.

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4 above, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the reasonable request of Lender, the Companies shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Lender may request to evidence Lender's security interest in any Intellectual Property and the goodwill of the Companies relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and the Companies hereby constitute Lender as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. Companies' Rights To Enforce Intellectual Property. Prior to Lender's giving of notice to the Companies following the occurrence and during the continuance of an Event of Default the Companies shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by the Companies to protect the Intellectual Property against encroachment by third parties, *provided, however*:

- (a) Any money damages awarded or received by the Companies on account of such suit (or the threat of such suit) shall constitute IP Collateral.

- (b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, to be applied as provided in the Financing Agreement.
- (c) Following the occurrence of any Event of Default, Lender, by notice to the Companies may terminate or limit the Companies' rights under this Section 7.

8. Rights Upon Default. Upon the occurrence of any Event of Default, Lender may exercise all rights and remedies as provided for in the Financing Agreement.

9. Lender's Rights. Upon the occurrence of an Event of Default, so long as such Event of Default continues, any use by Lender of the Intellectual Property, as authorized hereunder in connection with the exercise of Lender's rights and remedies under this Agreement and under the Financing Agreement shall be coextensive with the Companies' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

10. No Limitation; Financing Agreement. This Agreement has been executed and delivered by the Companies for the purpose of recording the security interest granted to Lender with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender, for the benefit of itself and the Lenders, under the Financing Agreement and the other Loan Documents. The Financing Agreement (and all rights and remedies of the Companies and Lender thereunder) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Financing Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Financing Agreement shall control with respect to all other Collateral.

11. Termination; Release of IP Collateral. This Agreement and all obligations of the Companies and Lender hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Financing Agreement and other Loan Documents are terminated in accordance with the terms of the Financing Agreement. Upon termination of this Agreement, Lender shall, at the expense of the Companies, take such actions required by the Financing Agreement to release its security interest in the IP Collateral.

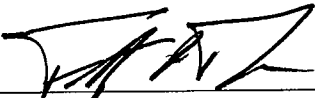
12. Binding Effect; Benefits. This Agreement shall be binding upon the Companies and their respective successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

13. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.


PIZZA INN, INC.

By: 
Name: Tim Taft
Title: President


BARKO REALTY, INC.

By: 
Name: Tim Taft
Title: President

PIZZA INN OF DELAWARE, INC.

By: 
Name: Tim Taft
Title: President

R-CHECK, INC.

By: 
Name: Tim Taft
Title: President

Signature Page to Intellectual Property Security Agreement

024843.0100\399911

TRADEMARK
REEL: 003477 FRAME: 0078

Schedule I

[SCHEDULE IP BY EACH COMPANY]

Schedule I

Pizza Inn of Delaware, Inc. – None

Barko Realty, Inc. – None

R-Check, Inc. – None

Pizza Inn, Inc. – see attached

US Domestic Trademarks

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Int'l Class No.
The Pizza Inn (& design)	USPTO	72225851	Aug. 13, 1965	0834441	Aug. 29, 1967	042
Pizza Inn (& design)	USPTO	76583812	March 29, 2004	3051422	January 24, 2006	043
Pizza Inn (& design)	USPTO	76583810	March 29, 2004	3051421	January 24, 2006	043
Pizza Inn (stylized)	USPTO	76520962	May 28, 2003	2862286	July 13, 2004	043
Pizza Inn (stylized)	USPTO	76517782	May 28, 2003	2862268	July 13, 2004	030, 035, 043
HUNGRY? ORDER ONLINE PIZZAINN.COM (& design)	USPTO	75733406	June 11, 1999	2533313	January 29, 2002	030, 035, 043
Pizzainn.com	USPTO	75741860	June 23, 1999	2415358	December 26, 2000	030, 035, 043
Pizza Inn (& design)	USPTO	75535464	August 11, 1998	2628539	October 1, 2002	030, 042

US Domestic Trademarks

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Int'l Class No.
Pizza Inn	USPTO	75535463	August 11, 1998	2491085	September 18, 2001	030, 042
Pizza Inn Express (& design)	USPTO	75535462	August 11, 1998	2594601	July 16, 2002	030, 042
Pizza Inn Express	USPTO	75051876	February 1, 1996	2075235	July 1, 1997	042
Pizza Inn (& design)	USPTO	74351217	January 22, 1993	1798040	October 12, 1993	030
Pizza Inn (& design)	USPTO	74122519	December 11, 1990	1760400	March 23, 1993	042
Pizza Inn	USPTO	72328381	May 27, 1969	923553	November 9, 1971	029, 030, 042
The Real Large (& design)	USPTO	76270745	June 14, 2001	2776318	October 21, 2003	030, 042
Real Large	USPTO	75657422	March 10, 1999	2344222	April 18, 2000	030, 042
You might find a cheaper pizza, but then you'd have to eat it	USPTO	78728078	October 6, 2005	Notice of Allowance issued.		030, 043
Completely crustworthy	USPTO	78728060	Oct. 6, 2005	Notice of Allowance issued.		030, 043

US Domestic Trademarks

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date	Int'l Class No.
Design only	USPTO	76567765	December 30, 2003	2992953	September 6, 2005	030, 043
Design only	USPTO	76567789	December 30, 2003	2981598	August 2, 2005	030, 043
How large should be done (stylized)	USPTO	76270746	June 14, 2001	2780140	November 4, 2003	030, 042
The best pizza you remember	USPTO	76073673	June 20, 2000	2577415	June 11, 2002	030, 035, 042
Pepperoni Stuffed Pizza (& design)	USPTO	75586116	November 10, 1998	2356884	June 13, 2000	030, 042
Pepperoni Max	USPTO	75794554	September 8, 1999	2688940	February 18, 2003	030, 042
The Best pizza ever	USPTO	75678873	April 7, 1999	2356392	June 6, 2000	030, 042
Fire it up	USPTO	75678850	April 7, 1999	2380929	August 29, 2000	030, 042
Pizzerts	USPTO	75361777	September 23, 1997	2258715	July 6, 1999	030, 042

TRADEMARK REGISTRATION
STATUS REPORT

COUNTRY/MARK	CLASS	REGISTRATION# APPLICATION#	FILED DATE	EXPIRATION DATE
<u>ARGENTINA</u>				
PI WORDS	30	1,728,635	11/09/92	3/31/2009
PI WORDS	42	1,728,634	11/09/92	3/31/2009
PI STRIPE LOGO	30	1,728,633	11/09/92	3/31/2009
PI STRIPE LOGO	42	1,728,632	11/09/92	3/31/2009
<u>ARUBA</u>				
PIZZA INN and pole sign design	16, 30, 42	20243	10/26/99	10/25/2009
<u>BAHRAIN</u>				
PI WORDS (Arabic)	42	SM 1127	02/07/93	02/07/03
PI STRIPE LOGO	30	TM 8041	08/31/93	08/31/13
PI WORDS	42	SM 266	08/31/93	08/31/13
PI & design	30	serial no 50666	10/11/06	
PI & design	43	serial no 50667	10/11/06	
<u>CHINA (PRC) (INCLUDES HONG</u>				
PIZZA INN (CHINESE)	42	1,249,947	12/01/97	2/20/2009
INNWRAPS	30	1,618,766	08/14/01	8/13/2011
<u>CYPRUS</u>				
PI STRIPE LOGO	30	B 39562	01/13/94	01/13/15
PI STRIPE LOGO	42	B 39563	01/13/94	01/13/15
<u>EGYPT</u>				
PIZZA INN WORDS	30	83,773	07/19/02	07/19/12
PIZZA INN WORDS	42	83,774	07/19/02	07/19/12
<u>EL SALVADOR</u>				

12/14/2006

TRADEMARK REGISTRATION
STATUS REPORT

COUNTRY/MARK	CLASS	REGISTRATION# APPLICATION#	FILED DATE	EXPIRATION DATE
PIZZA INN Words	30	Reg. No. 201, Book 173, Pgs. 405-406	05/29/03	05/29/13
PIZZA INN Words	42	Reg. No. 81, Book 140, Pgs. 163-164	10/04/01	10/04/11
PIZZA INN Logo	30	Reg. No. 143, Book 141, Pgs. 289-290	10/10/01	10/10/11
PIZZA INN Logo	42	Reg. No. 153, Book 138, Pgs. 307-308	09/07/01	09/07/11
PIZZA INN EXPRESS	30	Reg. No. 201, Book 143, Pgs. 405-406	11/07/01	11/07/11
PIZZA INN EXPRESS	42	Reg. No. 075, Book 154, Pgs. 151-152	05/06/02	05/06/12
GUATEMALA				
TRADENAME	29		05/22/95	indefinite
INNWRAPS	30		11/13/00	11/12/2010
HONDURAS				
PIZZA INN	42	5253	07/21/98	5/5/2009
PIZZA INN	30	74923	07/21/98	8/6/2009
PIZZA INN (LOGO)	42	5391	07/21/98	8/6/2009
PIZZA INN (LOGO)	30	74922	07/21/98	8/6/2009
PIZZA INN EXPRESS	42	5390	07/21/98	8/6/2009
PIZZA INN EXPRESS	30	74921	07/21/98	8/6/2009
PIZZA INN and new logo	30	not available	not available	not available
PIZZA INN and new logo	42	not available	not available	not available
ICELAND				
PIZZA INN and new logo		670/2000	05/31/00	5/31/2010
INDONESIA				

12/14/2006

TRADEMARK REGISTRATION
STATUS REPORT

COUNTRY/MARK	CLASS	REGISTRATION# APPLICATION#	FILED DATE	EXPIRATION DATE
PI WORDS	30	318305 (old); 549013 (new)	08/26/93	08/26/13
INNWRAPS	30	468,705	12/31/99	12/31/99
<u>IRAQ</u> PI WORDS (English and Arabic)	42	44927	11/03/03	N/A
<u>ISRAEL/WEST BANK/GAZA</u> PIZZA INN (STYLIZED) (Israel)	30	109,912	01/24/97	1/24/2014
PIZZA INN (STYLIZED) (Israel)	42	109,913	01/24/97	1/24/2014
<u>JAPAN</u> PIZZA INN IN KATAKANA	30	1,517,061	05/25/82	11/26/11
PIZZA INN (WORDS)	30	1,517,060	05/25/82	11/26/11
<u>JORDAN</u> PIZZA INN & LOGO	30	39265	09/25/95	09/25/12
PIZZA INN & LOGO	16	39264	09/25/95	09/25/12
<u>KOREA (South)</u> PIZZA INN EXPRESS (WORDS)	4	125,816	01/26/96	05/18/06
PIZZA INN EXPRESS (WORDS)	2	126,733	11/30/96	06/20/06
PIZZA INN (WORDS)	2	371531	02/24/96	08/03/06
PIZZA INN (WORDS)	4	368010	07/07/97	07/08/06
PIZZA INN (WORDS)	112	40094	02/24/96	01/10/07
Pizza Express Opposition Litigation				
<u>KUWAIT</u> PI WORDS	30	14,341	02/26/03	02/25/13
<u>LEBANON</u> PI WORDS	16,29,35	45,064	12/05/83	12/05/13

12/14/2006

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<u>MALAYSIA</u> PI WORDS	30	MA/4058/92	06/17/92	06/17/09
<u>MALTA</u> PI NEW LOGO	16	TM30298	07/15/99	7/15/2013
PI NEW LOGO	30	TM30299	07/15/99	7/15/2013
<u>MEXICO</u> PI WORDS	42	415,277	05/27/91	05/27/11
PI WORDS	30	523,358	05/27/91	05/27/11
<u>MOROCCO</u> PI WORDS	30 & 42	49,826	11/11/92	11/11/12
PI STRIPE LOGO	30 & 42	49,827	11/11/92	11/11/12
<u>NEW ZEALAND</u> PI WORDS	42	250,210	06/15/95	6/15/2016
<u>NICARAGUA</u> PIZZA INN and new logo	30	44,250 C.C.	6/20/2000	6/19/2010
PIZZA INN and new logo	42	44,735 C.C.	10/3/2000	10/2/2010
PIZZA INN	30	44,093 C.C.	11/2/2000	11/1/2010
PIZZA INN	42	44,182 C.C.	6/9/2000	6/8/2010
PIZZA INN EXPRESS	42	44,230 C.C.	6/14/2000	6/13/2010
<u>OMAN</u> PI WORDS	30	6,530	01/29/92	1/29/2012
PI WORDS	42	6,532	01/29/92	1/29/2012
<u>PAKISTAN</u> PIZZA INN	30	136883	07/26/96	07/26/18

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COUNTRY/MARK	CLASS	REGISTRATION# APPLICATION#	FILED DATE	EXPIRATION DATE
PI & DESIGN	29	145045	11/20/97	11/20/2014
PERU				
PI WORDS	30	0054076	10/30/98	4/23/2009
PI WORDS	42	0017506	10/30/98	4/19/2009
PI LOGO	30	0054077	10/30/98	4/23/2009
PI LOGO	42	0017645	10/30/98	4/26/2009
PI EXPRESS	30	0054078	10/30/98	4/23/2009
PI EXPRESS	42	0017507	10/30/98	4/19/2009
PHILIPPINES				
PI Words	30, 42	4-1999-05869	08/13/99	4/14/2015
PI and design	30, 42	4-1999-05870	08/31/99	4/14/2015
PI Express	30, 42	4-1999-05871	08/31/99	4/14/2015
QATAR				
PI STRIPE LOGO	42	9,414	02/05/92	02/05/12
PI STRIPE LOGO	30	9,413	02/05/92	02/05/12
PI STRIPE LOGO	42	9,412	02/05/92	02/05/12
PI WORDS (English & Arabic)	35	9,411	02/05/92	02/05/12
PI WORDS (English & Arabic)	30	9,410	02/05/92	02/05/12
ROMANIA				
PI WORDS	30, 42	50244	04/01/98	04/01/08
PI STRIPE LOGO	30, 42	50243	04/01/98	04/01/08
INNWRAPS	30	41946	02/24/00	04/01/08
SAUDI ARABIA				
PI WORDS	30	485/77	02/21/98	10/27/2007
PI STRIPE LOGO	30	485/79	02/21/98	10/27/2007
PI EXPRESS	30	485/80	02/21/98	10/27/2007
PI WORDS	42	485/78	02/21/98	10/27/2007

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COUNTRY/MARK	CLASS	REGISTRATION# APPLICATION#	FILED DATE	EXPIRATION DATE
PI STRIPE LOGO	42	485/60	02/21/98	10/27/2007
PI EXPRESS	42	485/81	02/21/98	10/27/2007
<u>SINGAPORE</u> PI Words	30	T02/13986H	09/10/02	09/10/12
<u>SPAIN</u> PI WORDS	30	1,717,602	08/17/92	08/17/12
PI WORDS	42	1,717,601	08/17/92	08/17/12
<u>TAIWAN</u> PI WORDS	26	223,118	10/01/83	09/30/13
PIZZA INN (in Chinese)	30	01005591	01/01/02	6/30/2012
PIZZA INN (in Chinese)	42	00174028	12/01/02	11/30/2012
<u>THAILAND</u> INNWRAPS	30	KOR122669	12/17/99	07/30/09
<u>TUNISIA</u> PI WORDS & LOGO	30 & 42	EE95.0907	06/28/95	06/28/10
<u>TURKEY</u> Pizza Inn	30 & 42	2000 008599	05/05/00	05/05/10
<u>UNITED ARAB EMIRATES (U.A.E.)</u> PI WORDS	30	23953	03/31/99	03/31/09
PI WORDS	42	23189	03/31/99	03/31/09
PI STRIPE LOGO	30	23954	03/31/99	03/31/09
PI STRIPE LOGO	42	23185	03/31/99	03/31/09
PI EXPRESS	30	30857	03/31/99	03/31/09
PI EXPRESS	42	23188	03/31/99	03/31/09
<u>VENEZUELA</u>				

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Pizza Inn and pole sign design	43	16318-99	09/21/99	11/11/2012
Pizza Inn and pole sign design	30	16317-99	09/21/99	11/11/2012

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PIZZA INN LEGAL

12/20/06 12:38 PM 409 384 5061

RECORDED: 02/07/2007

TRADEMARK
REEL: 003477 FRAME: 0090