

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
JIPC Management, Inc.		12/10/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3058427	JOHN'S INCREDIBLE PIZZA CO.
Registration Number:	3025377	JOHN'S INCREDIBLE PIZZA CO.
Registration Number:	3061612	JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!
Registration Number:	3099682	JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!
Registration Number:	3049057	EXPERIENCE THE INCREDIBLE!
Registration Number:	3019206	EXPERIENCE THE INCREDIBLE!
Registration Number:	3332657	INCREDIBEAR
Serial Number:	78922985	INCREDIBEAR
Serial Number:	78964225	ACCOLADES FOR GOOD GRADES
Serial Number:	78964122	PRESCRIPTION FOR FUN
Serial Number:	78435080	INCREDIBLE PIZZA CO.
Serial Number:	78435085	INCREDIBLE PIZZA CO.

CH \$315.00 3058427

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-239-0310
Email: jdavis@eapdlaw.com
Correspondent Name: Jessica Davis
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	32257.0021
NAME OF SUBMITTER:	Jessica Davis
Signature:	/Jessica Davis/
Date:	12/21/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of December, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among JIPC Management, Inc., a California corporation ("JIPC Management"), Incredible Entertainment Inc., a California corporation ("Incredible Entertainment"), Incredible Concepts Inc., a California corporation ("Incredible Concepts"), JIPC Buena Park, Inc., a California corporation ("Buena Park", together with JIPC Management, Incredible Entertainment, Incredible Concepts and each of those Subsidiaries that are signatories thereto, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the guarantors party thereto, the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Provider, 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 or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider (having the priorities set forth in Sections 2(a) and 5(d)), continuing security interests 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 Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including 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 FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. 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 Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. 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 Loan 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[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.

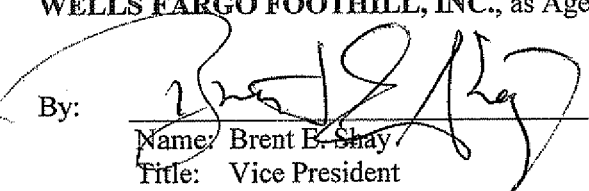
JIPC MANAGEMENT, INC.

By: 
Name: John Pallet
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By:



Name: Brent B. Shay
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registrant	Mark	Application / Service Mark / Trademark No.	Filing Date Registration
JIPC Management, Inc.	"John's Incredible Pizza Co."	3,058,427 3,025,377	2/14/06 12/13/05
JIPC Management, Inc.	JIPC Logo <i>Defined as: "JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!" and Design</i>	3,061,612 3,099,682	2/28/06 6/6/06
JIPC Management, Inc.	"Experience the Incredible"	3,049,057 3,019,206	1/24/06 11/29/05
JIPC Management, Inc.	"IncrediBear" and Design	3,332,657 78/922,985	11/6/07 7/5/06
JIPC Management, Inc.	"Accolades for Good Grades"	78/964,225	8/30/06
JIPC Management, Inc.	"Prescription for Fun"	78/964,122	Filing: 8/30/06 Published: 10/23/2007
JIPC Management, Inc.	"Incredible Pizza Co."	78/435,080; 78/435,085	6/14/2004

Trade Names

John's Incredible Pizza
John's Incredible Pizza Co.
John's Incredible Pizza Company

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

- Licenses held by Incredible Concepts, Inc. pursuant to:
 - Trademark License Agreement between Incredible Concepts, Inc., and JIPC Management, Inc., dated June 1, 2007, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the John's Incredible Pizza Company restaurants
 - License Agreement between JIPC Fresno, Inc., and JIPC Management, Inc., dated December 15, 2003, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurant located in Fresno, California
 - License Agreement between JIPCOB, Inc., and JIPC Management, Inc., dated February 28, 2001, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurant located in Bakersfield, California
- License held by JIPC Buena Park, Inc. pursuant to License Agreement between JIPC Buena Park, Inc., and JIPC Management, Inc., dated October 1, 2007, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurant located in Buena Park, California
- Licenses held by Incredible Entertainment, Inc. pursuant to:
 - License Agreement between Incredible Entertainment, Inc., and JIPC Management, Inc., dated April 1, 2004, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurants owned by Incredible Entertainment, Inc.
 - License Agreement between JIPC Stockton, Inc., and JIPC Management, Inc., dated December 15, 2003, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurant located in Stockton, California
 - License Agreement between JIPC Modesto, Inc., and JIPC Management, Inc., dated December 15, 2003, regarding use of the trademarks and service marks owned by JIPC Management, Inc., concerning the restaurant located in Modesto, California