

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
Mama Rosa's LLC		08/05/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Midstates Capital, L.P.
Street Address:	7300 W. 110th Street
Internal Address:	7th Floor
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	LIMITED PARTNERSHIP: KANSAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1493392	MAMA ROSA'S
Registration Number:	1879961	MAMA ROSA'S
Registration Number:	2428472	MAMA ROSA'S BY THE SLICE
Registration Number:	2409419	MINI MAMA'S
Registration Number:	1478896	OUR OLD ITALIAN BRAND
Registration Number:	1896371	OLD ITALIAN BRAND
Registration Number:	2913430	LUNCH AROUND

CORRESPONDENCE DATA

Fax Number: (314)480-1505
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-480-1500
 Email: trademark@huschblackwell.com
 Correspondent Name: Husch Blackwell Sanders LLP

OP \$190.00 1493392

Address Line 1: 190 Carondelet Plaza
Address Line 2: Suite 600
Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	463023-8
NAME OF SUBMITTER:	Dennis J.M. Donahue III
Signature:	/Dennis J.M. Donahue III/
Date:	08/08/2008

Total Attachments: 5
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**FIRST AMENDMENT TO SUBORDINATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of August 6, 2008, is made by and between **MAMA ROSA’S LLC**, a Delaware limited liability company (the “**Grantor**”), and **MIDSTATES CAPITAL, L.P.**, a Kansas limited partnership (the “**Grantee**”), as collateral agent for all of the Noteholders that are parties to that certain Note Agreement dated as of October 1, 2006 by and among the Borrower and the Noteholders name therein, as amended by that certain First Amendment to Note Agreement dated as of August 6, 2008 by and among the Borrower and the Noteholders named therein (as further amended, modified, replaced or restated from time to time, the “**Note Agreement**”). Capitalized terms used herein without definition shall have the meanings assigned in the Note Agreement;

WHEREAS, on October 1, 2006, the Noteholders (excluding Plaza Belmont Fund II, LLC) agreed to loan to the Grantor the sum of \$6,000,000.00 (the “**2006 Loan**”) evidenced by the 14% Subordinated Notes (as defined in the Note Agreement) and secured by, among other things, a Subordinated Intellectual Property Security Agreement dated October 1, 2006 and recorded with the U.S. Patent and Trademark Office on December 4, 2006 as Document No. 900063875 (the “**IP Agreement**”) encumbering the property described therein, and any other documents in connection therewith, as amended from time to time (collectively, the “**Note Documents**”);

WHEREAS, pursuant to that certain First Amendment to Note Agreement dated of even date herewith (the “**Amendment**”), Grantor has requested that the Noteholders make additional term loans to Grantor in the aggregate amount of \$400,000 (the “**2008 Loan**” and together with the 2006 Loan, the “**Loan**”) evidenced by the 2008 14% Subordinated Notes (as defined in the Note Agreement);

WHEREAS, Grantee and Grantor desire to modify and amend the IP Agreement as provided herein.

NOW, THEREFORE in consideration of the premises, the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantee and Grantor agree as follows:

AGREEMENT

1. Modifications of the IP Agreement. The IP Agreement is hereby modified and amended as follows:

1.1 The preamble is hereby deleted in its entirety and replaced with the following:

“THIS SUBORDINATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of October 1, 2006, is made by **MAMA ROSA’S LLC**, a Delaware limited liability company (the “**Grantor**”), in favor of **MIDSTATES CAPITAL, L.P.**, a Kansas limited partnership (the “**Grantee**”), as collateral agent for all of the Noteholders (including Plaza Belmont Fund II, LLC, a Delaware limited liability company) that are parties to that certain Note Agreement dated as of October 1, 2006 by and among the Grantor and the Noteholders name therein, as amended by that certain First Amendment to Note Agreement dated as of August 6, 2008 by and among the Grantor and the Noteholders named therein (as further amended, modified, replaced or restated from time to time, the “**Note Agreement**”).”

2. Fees and Other Costs. Grantor will pay all of Grantee’s expenses in connection with this Agreement.

3. Reaffirmation of Terms and Representations. Except as amended by this Agreement and any other amendments or instruments executed by Grantor and/or Noteholders (as defined in the Note Agreement) or Grantee (if required), the Note Documents remain in force and effect in accordance with their terms and Grantor restates and reaffirms each of the Note Documents as amended. Grantor reaffirms all representations and warranties set forth in the Note Documents as of the date of this Agreement.

4. Interpretation. Any reference in the Note Documents to any Note Document or to the Note Documents will mean the Note Document or Note Documents, as amended by this Agreement or the Amendment.

5. Estoppels. Grantor represents and warrants that there exist no defaults on the part of Noteholders or Grantee, or defaults or Events of Default (as defined in the Note Documents) on the part of Borrower, under any of the Note Documents, or in either case, any events or conditions of which with the passage of time would become defaults. Grantor further represents and warrants that there exists no right of set-off, defense or counterclaim of Grantor arising out of Grantor’s obligations under the Notes (as defined in the Note Agreement) or any of the Note Documents.

6. Waiver. In consideration of the Noteholders advancing additional funds, Grantor hereby waives any claims, defenses, and actions it has or may have against Noteholders and/or Collateral Agent as of the date of this Agreement, arising out of the Loan or any of the Note Documents.

7. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the parties and their respective successors and assigns.

8. Miscellaneous. Paragraph headings are for convenience of reference only and shall not be considered in interpreting this Agreement. If a court finds any provision of this Agreement to be unenforceable, such provision shall be severed herefrom and the other provisions shall remain in full force and effect.

9. Counterparts; Execution Via Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute a single instrument. This Agreement may be validly executed and delivered by facsimile or other electronic transmission.

10. Governing Law. This Agreement shall be governed by enforced and construed in accordance with the internal laws of the State of Kansas, without regard to choice of law of conflict of law principles.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTEE:

MIDSTATES CAPITAL, L.P., a Kansas limited partnership

By: MidStates Partners, L.L.C., its General Partner

By: 
Timothy J. Keeble, Member

GRANTOR:

MAMA ROSA'S LLC, a Delaware limited liability company

By: 
John S. Dalton, Vice President

ACKNOWLEDGMENT

STATE OF Kansas)
)
COUNTY OF Johnson) ss.

The foregoing Agreement was executed and acknowledged before me on August 5, 2008, by Timothy J. Keeble, personally known to me (or proved to me on the basis of satisfactory evidence) to be a member of MidStates Partners, L.L.C., the general partner of MIDSTATES CAPITAL, L.P., a Kansas limited partnership, on behalf of said limited liability company and partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Angela Miller
Notary Public

My Commission Expires:

06/07/2011



ACKNOWLEDGMENT

STATE OF Kansas)
)
COUNTY OF Johnson) ss.

The foregoing Agreement was executed acknowledged before me on August 5, 2008, by John S. Dalton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of MAMA ROSA'S LLC, a Delaware limited liability company, on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Angela Miller
Notary Public

My Commission Expires:

06/07/2011

