

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Blue Ribbon Holdings, LLC		03/27/2009	LIMITED LIABILITY COMPANY: DELAWARE
Fidelity Newport Holdings, LLC		03/27/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Foothill, LLC, as Agent
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	1883771	ALL-WORLD DOUBLE CHEESEBURGER
Registration Number:	1930867	ANGEL'S
Registration Number:	1783034	ANGEL'S
Registration Number:	1899370	ANGEL'S DINER
Registration Number:	1394236	BAKERS SQUARE
Registration Number:	1394423	BAKERS SQUARE
Registration Number:	1394428	BAKERS SQUARE
Registration Number:	2002503	BAKERS SQUARE RESTAURANT & PIES
Registration Number:	2717922	BAKERS SQUARE YUKON MOUNTAIN ICE CREAM PIE
Registration Number:	2239993	BEST PIE IN AMERICA
Registration Number:	1682297	THE BREAKFAST EXPERTS
Registration Number:	1517633	BREAKFAST LIKE YOU LIKE IT. ANY TIME YOU WANT.

CH \$890.00 1883771

Serial Number:	77641688	BREAKFAST LIKE YOU LIKE IT. ANY TIME YOU WANT.
Registration Number:	1307977	BUCKY
Registration Number:	1942036	CANDY CANE PIE
Registration Number:	2884288	EARLY DINNER DEALS ON SQUARE MEALS
Registration Number:	3270225	FRUITABULOUS PIES
Registration Number:	1979914	GOOD FOOD...GOOD FEELINGS
Registration Number:	2237698	GREAT FOOD. UNBELIEVABLE PIE.
Registration Number:	3166410	IT'S ALL GOOD INSIDE!
Registration Number:	2317331	J. HORNER'S
Registration Number:	2463068	J.HORNER'S LEGENDARY PIES & DESSERTS
Registration Number:	2587251	J. HORNER'S LEGENDARY PIES & DESSERTS
Registration Number:	2730131	MAGNIFICENT!
Registration Number:	2935005	PANTRY PERFECT
Registration Number:	3244354	PARMANINI
Registration Number:	3297956	RANDOM ACTS OF PIE-NESS
Registration Number:	2100736	SWEET RETURNS
Registration Number:	2603514	THE SKILLET EXPERTS
Registration Number:	0768280	VILLAGE INN
Registration Number:	1070440	VILLAGE INN
Registration Number:	1118490	VILLAGE INN
Registration Number:	1197458	VILLAGE INN
Registration Number:	1118489	VILLAGE INN PANCAKE HOUSE
Registration Number:	3300747	VILLACCINOS

**CORRESPONDENCE DATA**

Fax Number: (212)230-7735  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2123186535  
Email: traceybennett@paulhastings.com  
Correspondent Name: Tracey D. Bennett  
Address Line 1: c/o Paul, Hastings, Janofsky & Walker  
Address Line 2: 75 E. 55th Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	45035.00143
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett

**TRADEMARK**

**REEL: 003961 FRAME: 0244**

Date:

03/30/2009

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of March, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company ("WFF"), in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 27, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Fidelity Newport Holdings, LLC, a Delaware limited liability company, as parent ("Parent"), American Blue Ribbon Holdings, LLC, a Delaware limited liability company, as borrower ("Borrower"), WFF, Ableco Finance LLC, a Delaware limited liability company, A3 Funding LP, a Cayman Islands limited partnership, as lenders (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "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 Borrower 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 Lender Group and the Bank Product Providers, that certain Security Agreement dated as of March 27, 2009 (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 Lender Group and the Bank Product Providers, 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 Providers, a continuing first priority 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 Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions 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 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, the Lender Group, the Bank Product Providers 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 Providers, 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, 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.

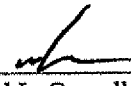
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except 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, payment or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) 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 Providers 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.

**FIDELITY NEWPORT HOLDINGS, LLC,**  
a Delaware limited liability company

By:   
Name: Michael L. Gravelle  
Title: Authorized Person

By: \_\_\_\_\_  
Name: Ryan Langdon  
Title: Authorized Person

**AMERICAN BLUE RIBBON HOLDINGS, LLC,** a Delaware limited liability company

By:   
Name: Michael L. Gravelle  
Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 003961 FRAME: 0249**

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.

**FIDELITY NEWPORT HOLDINGS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Michael L. Gravelle

Title: Authorized Person

By: \_\_\_\_\_

Name: Ryan Langdon

Title: Authorized Person

**AMERICAN BLUE RIBBON HOLDINGS,  
LLC,** a Delaware limited liability company

By: \_\_\_\_\_

Name: Michael L. Gravelle

Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, a  
Delaware limited liability company, as Agent

By: 

Name: James Belanger

Title: Sr Account Officer, VP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK  
REEL: 003961 FRAME: 0251

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

Mark	Jurisdiction	Registration/ Application No.	Registration/ Application Date	Status
Bakers Square	Canada	TMA442737	5/12/1995	Registered
All-World Double Cheeseburger	USA	1883771	03/14/1995	Registered
Angel's	USA	1930867	10/31/1995	Registered
Angel's (& Design)	USA	1783034	07/20/1993	Registered
Angel's Diner	USA	1899370	06/13/1995	Registered
Bakers Square	USA	1394236	05/20/1986	Registered
Bakers Square	USA	1394423	05/20/1986	Registered
Bakers Square (& Design)	USA	1394428	05/20/1986	Registered
Bakers Square Restaurant & Pies (& Design)	USA	2002503	09/24/1996	Registered
Bakers Square Yukon Mountain Ice Cream Pie	USA	2717922	05/20/2003	Registered
Best Pie in America	USA	2239993	04/13/1999	Registered
The Breakfast Experts	USA	1682297	04/07/1992	Registered
Breakfast Like You Like It. Any Time You Want.	USA	1517633	12/20/1988	Registered
Breakfast Like You Like It. Any Time You Want.	USA	Serial No. 77/641688	12/30/2008	Pending/Intent to Use
Bucky	USA	1307977	12/04/1984	Registered
Candy Cane Pie	USA	1942036	12/19/1995	Registered
Early Dinner Deals on	USA	2884288	09/14/2004	Registered

Square Meals				
Fruitabulous Pies	USA	3270225	07/24/2007	Registered
Good Food...Good Feelings	USA	1979914	06/11/1996	Registered
Great Food. Unbelievable Pie.	USA	2237698	04/06/1999	Registered
It's All Good Inside!	USA	3166410	10/31/2006	Registered
J. Horner's	USA	2317331	02/08/2000	Registered
J. Horner's Legendary Pies and Desserts (& Design)	USA	2463068	06/26/2001	Registered
J. Horner's Legendary Pies and Desserts (& Design)	USA	2587251	07/02/2002	Registered
Magnificent!	USA	2730131	06/24/2003	Registered
Pantry Perfect	USA	2935005	03/22/2005	Registered
Parmanini	USA	3244354	05/22/2007	Registered
Random Acts of Pie-ness	USA	3297956	09/25/2007	Registered
Sweet Returns	USA	2100736	09/30/1997	Registered
The Skillet Experts	USA	2603514	08/06/2002	Registered
Village Inn (Stylized)	USA	768280	04/14/1964	Registered
Village Inn	USA	1070440	07/26/1977	Registered
Village Inn (& Design)	USA	1118490	05/15/1979	Registered
Village Inn (Stylized)	USA	1197458	06/08/1982	Registered
Village Inn Pancake House	USA	1118489	05/15/1979	Registered
Villaccinos	USA	3300747	10/02/2007	Registered
Bakers Square	State of Nebraska	0757934	10/19/1984	Registered
Village Inn Pancake House	State of Nebraska	6827543	06/14/1983	Registered
Village Inn (Stylized)	State of Colorado	19851012506	05/19/1996	Registered

Village Inn Pancake House	State of Utah	2510174-0190	09/14/1979	Registered
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#### Trademark Licenses

1. Numerous Franchise Agreements where Borrower is the franchisor, and the franchise agreements contain a limited trademark license from Borrower to the respective franchisees
2. Bakers Square Temporary Licensing Agreement with DP Restaurants, effective January 30, 2009
3. Bakers Square Temporary Licensing Agreement with Shari's Management Corporation, effective 2009