

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	REAFFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT AND LICENSE																											
CONVEYING PARTY DATA																												
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CORRESPONDENCE DATA																												
Fax Number: (213)226-4028 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 213-488-7100 Email: kevin.davis@pillsburylaw.com																												

CH \$215.00 3224132

900175317

TRADEMARK
REEL: 004307 FRAME: 0355

Correspondent Name: ANNA PARK, ESQ.
Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800
Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER: 005741-0000168

NAME OF SUBMITTER: ANNA PARK

Signature: /Anna Park/

Date: 10/29/2010

Total Attachments: 9

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REAFFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT AND LICENSE

This REAFFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT AND LICENSE (this “*Reaffirmation*”), dated as of October 29, 2010, is executed by Peter Piper, Inc., an Arizona corporation (the “*Borrower*”), in favor of Wells Fargo Bank, N.A., as administrative agent (the “*Administrative Agent*”) under the Restated Credit Agreement referred to below, for the benefit of the Secured Parties (as defined below), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement dated as of December 21, 2006 (as heretofore amended, supplemented or otherwise modified, the “*Original Credit Agreement*”) by and among the Borrower, Wells Fargo Bank, N.A. (“*Wells Fargo*”) and the other financial institutions party thereto as lenders (the “*Lenders*”), the Administrative Agent, Wells Fargo in its capacity as issuer of letters of credit (the “*LC Issuer*”), General Electric Capital Corporation, as syndication agent (in such capacity, the “*Syndication Agent*”), and Wells Fargo, as lead arranger, the Lenders made available to the Borrower a revolving credit facility in the aggregate principal amount of \$ and a term loan facility in the aggregate principal amount of \$.

B. In connection with the Original Credit Agreement, the Borrower executed an Intellectual Property Security Agreement and License dated as of December 21, 2006 (as heretofore amended, supplemented or otherwise modified, the “*IP Security Agreement*”) in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Original Credit Agreement).

C. The Original Credit Agreement is being amended and restated in its entirety by an Amended and Restated Credit Agreement dated as of October 29, 2010 (as amended, restated, supplemented or otherwise modified, the “*Restated Credit Agreement*”) by and among the Borrower, the Lenders, the Administrative Agent, the LC Issuer, the Syndication Agent and Wells Fargo, as lead arranger. Unless otherwise defined herein, each term defined in the Restated Credit Agreement is used herein as defined therein.

D. As a condition to the effectiveness of the Restated Credit Agreement, the Borrower is required to enter into this Reaffirmation and to reaffirm the liens and its obligations under the IP Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the parties hereto hereby agrees as follows:

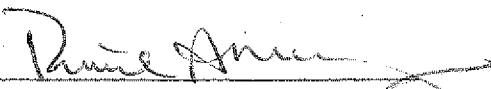
1. Representations and Warranties. The Borrower represents and warrants that all of the representations and warranties made by it in the IP Security Agreement are true and correct as of the date hereof as if such representations and warranties had been made on the date hereof, except that Schedule I to the IP Security Agreement is amended in its entirety to be in the form attached hereto as Schedule I, and the references in the IP Security Agreement to such schedule shall be deemed to be references to such schedule as so amended.

2. Reaffirmation Provisions. The Borrower confirms and agrees that (a) the liens granted in the IP Security Agreement are and shall continue to be in full force and effect, (b) the IP Security Agreement is and shall continue to be in full force and effect and is ratified and confirmed in all respects, except as modified hereby and except that, on and after the effective date of the Restated Credit Agreement, each reference in the IP Security Agreement to “the Credit Agreement,” “thereunder,” “thereof,” “therein” or any other expression of like import referring to the Original Credit Agreement shall mean and be a reference to the Restated Credit Agreement, and (c) nothing contained in the Restated Credit Agreement, in any other Loan Document or in any other document, instrument or agreement executed in connection therewith shall serve to diminish, alter, amend or affect in any way the Borrower’s obligations under the IP Security Agreement, except as expressly provided for hereby and thereby.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, has caused this Reaffirmation to be executed as of the date first set forth above.

PETER PIPER, INC.,
an Arizona corporation

By: 
Name: Richard A. Kerley
Title: Senior Vice President and Chief Financial
Officer

WELLS FARGO BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound hereby, has caused this Reaffirmation to be executed as of the date first set forth above.

PETER PIPER, INC.,
an Arizona corporation

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Title: Senior Vice President and Chief Financial
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WELLS FARGO BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

SCHEDULE I
INTELLECTUAL PROPERTY MATTERS

SCHEDULE I

INTELLECTUAL PROPERTY MATTERS

The Intellectual Property is licensed to the Borrower's, or its Subsidiaries', franchisees pursuant to franchise agreements.







TRADEMARKS (including material unregistered trademarks and registered trademarks listed below by status, jurisdiction, serial number, filing date, registration number, registration date, class and status of each mark, for any of the foregoing registered trademarks).

Texas PP Beverage, Inc.: None

Peter Piper Texas, LLC: None

Peter Piper Mexico: None

Peter Piper, Inc.:

Mark	Country/ Jurisdiction	Serial No./ Filing Date	Reg. No./ Registered	Class	Status
DESIGN MARK** 	U.S.	78704608 08/31/2005	3224132 04/03/2007	43	REGISTERED
DESIGN MARK** 	U.S.	74435081 09/14/1993	1887334 04/04/1995	30	REGISTERED. RENEWED 10/11/2005
PETER PIPER PIZZA (Stylized) 	U.S.	75456837 03/26/1998	2230775 03/09/1999	42	REGISTERED. RENEWED 03/31/2009
PETER PIPER PIZZA (Stylized) 	U.S.	78899598 06/02/2006	3302290 10/02/2007	28, 41	REGISTERED
PETER PIPER PIZZA (& Design) 	U.S.	75456836 03/26/1998	2228782 03/02/1999	42	REGISTERED RENEWED 03/31/2009
PETER PIPER PIZZA (& Design) 	U.S.	78/899,612 06/02/2006	3302291 10/02/2007	28, 41	REGISTERED

Mark	Country/ Jurisdiction	Serial No./ Filing Date	Reg. No./ Registered	Class	Status
THE FOOD'S AS GOOD AS THE FUN <i>The food's as good as the fun</i>	U.S.	78375,52 02/27/2004	3130632 08/15/2005	30, 43	REGISTERED
XTRASTUF	U.S.	78819,30 02/21/2006	3277885 08/07/2007	30	REGISTERED
PIZZA PEOPLE PICK***	MEXICO	3056 12/01/1993	11256 05/10/1994	30	REGISTERED RENEWED 12/1/2003
PETER PIPER	MEXICO	86865 05/14/1990	384119 09/25/1990	42	REGISTERED RENEWED 05/14/2005
ROCKY PETER PIPER**	MEXICO	176942 08/13/1993	452538 02/7/1994	42	REGISTERED. RENEWED 8/31/2003
PETER PIPER (& DESIGN)***	MEXICO	170827 06/18/1993	464910 06/28/1994	42	REGISTERED. RENEWED 6/18/2003
PETER PIPER (& DESIGN)***	MEXICO	170828 06/18/1993	472599 09/07/1994	30	REGISTERED. RENEWED 6/18/2003
PETER PIPER PIZZA (& DESIGN) 	MEXICO	733561 08/11/2005	910074 11/24/2005	43	REGISTERED
PETER PIPER PIZZA (& DESIGN) 	MEXICO	733560 08/11/2005	910073 11/24/2005	30	REGISTERED
PETER PIPER PIZZA (& DESIGN) Peter Piper Pizza	MEXICO	733559 08/11/2005	910072 11/24/2005	43	REGISTERED

Mark	Country/ Jurisdiction	Serial No./ Filing Date	Reg. No./ Registered	Class	Status
PETER PIPER PIZZA (& DESIGN) Peter Piper Pizza	MEXICO	733558 08/11/2005	910071 11/14/2005	30	REGISTERED
C'MON OVER***	MEXICO	170829 06/18/1993	440893 08/31/1993	42	REGISTERED. RENEWED 6/18/2003
C'MON OVER***	MEXICO	170830 06/18/1993	441213 09/30/1993	30	REGISTERED. RENEWED 6/18/2003
CANELAZO	MEXICO	748603 11/03/2005	910798 11/28/2005	30	REGISTERED
SIEMPRE RICO Y DIVERTIDO VA A SER**	MEXICO	33217 12/01/2005	36747 01/31/2006	43	REGISTERED
SIEMPRE RICO Y DIVERTIDO VA A SER**	MEXICO	33216 12/01/2005	36746 01/31/2006	30	REGISTERED
EVERYONE GRAB A SLICE	U.S.	N/A	N/A	N/A	UNREGISTERED

The Borrower and its Subsidiaries intend to discontinue use of the marks indicated with two asterisks (**).

The marks that are indicated with three asterisks (***) are no longer in use by the Borrower or its Subsidiaries.

To the extent not covered by the registered marks listed above, the following are used by the Borrower, and/or its Subsidiaries, are not registered, but may qualify for trademark protection: (a) a unique restaurant layout, design, and decor; and (b) from time to time, certain patterns, named menu items, and other names, marks, phrases, color schemes or designs identifying the Borrower's, or its Subsidiaries', products or services:

Texas PP Beverage, Inc.: None

Peter Piper Texas, LLC: None

Peter Piper Mexico: None

Peter Piper, Inc.:

"Everyone Grab a Slice" – Unregistered trademark

CORPORATE NAMES

Peter Piper, Inc.

Peter Piper Texas, LLC

Texas PP Beverage, Inc.

Peter Piper Mexico, LLC

Peter Piper de Mexico, S. de R.L. de C.V.

INTERNET DOMAIN NAMES

www.petepiperpizza.com

www.peterpiper.com

www.peter-piper-pizza.com

www.peterpiperfranchise.com

www.peterpiperbusiness.com

www.peterpiperpizzafranchise.com

www.pipercentral.com

www.piperpromos.com

www.pizzaandgamesbusiness.com

www.pizzaandgamesfranchise.com

www.pizza-business.com

www.pizza-franchise-opportunity.com

www.pppfranchise.com

www.ppp-franchise.com

www.piperport.com

COPYRIGHTS

In addition to any trademarks referenced in this Schedule 5.17 that may qualify for copyright protection, from time to time the Borrower and its Subsidiaries make or have made, Internet web site designs, images, advertising, menus, operating and training manuals, diagrams, recipes, logos, writings, and similar works of authorship pertaining to the business of the Borrower and/or its Subsidiaries, that are not registered as copyrights, but that may qualify for copyright protection.