

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest and Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company N.A., as successor trustee to the Bank of New York Mellon		06/09/2011	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Marie Callender Pie Shops, Inc.		
Street Address:	6075 Poplar Avenue, Suite 800		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119-4709		
Entity Type:	CORPORATION: CALIFORNIA		
Name:	Perkins & Marie Callender's Holding Inc.		
Street Address:	6075 Poplar Avenue, Suite 800		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119-4709		
Entity Type:	CORPORATION: DELAWARE		
Name:	Perkins & Marie Callender's Inc.		
Street Address:	6075 Poplar Avenue, Suite 800		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119-4709		
Entity Type:	CORPORATION: DELAWARE		
Name:	Perkins & Marie Callender's Realty LLC		
Street Address:	6075 Poplar Avenue, Suite 800		

900194179

TRADEMARK
 REEL: 004559 FRAME: 0688

CH \$215.00 1719136

City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119-4709
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Perkins Finance Corp.
Street Address:	6075 Poplar Avenue, Suite 800
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119-4709
Entity Type:	CORPORATION: DELAWARE

Name:	Wilshire Restaurant Group LLC
Street Address:	6075 Poplar Avenue, Suite 800
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119-4709
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Macal Investors, Inc.
Street Address:	6075 Poplar Avenue, Suite 800
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119-4709
Entity Type:	CORPORATION: CALIFORNIA

Name:	Marie Callender Wholesalers, Inc.
Street Address:	6075 Poplar Avenue, Suite 800
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119-4709
Entity Type:	CORPORATION: CALIFORNIA

Name:	FIV Corp.
Street Address:	6075 Poplar Avenue, Suite 800
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119-4709
Entity Type:	CORPORATION: DELAWARE

Name:	MCID, Inc.
Street Address:	6075 Poplar Avenue, Suite 800
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119-4709
Entity Type:	CORPORATION: IDAHO

Name:	Wilshire Beverage, Inc.
Street Address:	6075 Poplar Avenue, Suite 800
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119-4709
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1719136	CALLENDER'S
Registration Number:	1771650	MARIE CALLENDER'S
Registration Number:	1024794	MARIE CALLENDER'S
Registration Number:	1025427	MARIE CALLENDER'S
Registration Number:	1480957	MARIE CALLENDER'S
Registration Number:	3107917	MARIE CALLENDER'S GRILL
Registration Number:	2592059	MARIE CALLENDER'S RESTAURANT & BAKERY
Registration Number:	3190897	RAZZLEBERRY

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	42447-19 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/

TRADEMARK
REEL: 004559 FRAME: 0690

06/10/2011

Total Attachments: 9

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**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS
AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS AND AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("**Agreement**"), dated as of June 9, 2011, confirms the termination and release of the security interest in the trademarks, registrations and licenses identified in **Exhibit A** attached hereto ("**Released Trademarks and Licenses**") granted to The Bank of New York Mellon Trust Company N.A., in its capacity as successor trustee to The Bank of New York Mellon (in such capacity, capacity, together with its successors, if any, in such capacity, "**Trustee**") and The Bank of New York Mellon, in its capacity as collateral agent for the Holders (in such capacity, capacity, together with its successors, if any, in such capacity, "**Agent**") and amends the Trademark Security Agreement as set forth hereunder. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Perkins & Marie Callender's Holding Inc., Perkins & Marie Callender's Inc., Perkins & Marie Callender's Realty LLC, Perkins Finance Corp., Wilshire Restaurant Group LLC, Marie Callender Pie Shops, Inc., MACAL Investors, Inc., Marie Callender Wholesalers, Inc., FIV Corp., MCID, Inc., Wilshire Beverage, Inc. (collectively "**Grantors**"), Trustee and Agent are parties to that certain Trademark Security Agreement dated as of September 24, 2008 ("**Trademark Security Agreement**"), through which Grantors granted to Trustee and Agent a security interest in and to the Trademark Collateral as defined in the Trademark Security Agreement, including the Released Trademarks and Licenses;

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on September 28, 2010, at Reel 4285, Frames 0019-0033 and on October 15, 2010, at Reel 4297, Frames 0201-0214;

WHEREAS, Trustee and Agent are parties to that certain First Supplement Indenture, dated as of June 9, 2011 ("**Supplement Agreement**"), pursuant to which Trustee and Agent have been authorized to release the security interest with respect to the Released Trademarks and Licenses; and

WHEREAS, this Agreement is intended to confirm the release and termination of all liens, security interests, and other encumbrances in and to the Released Trademarks and Licenses created under the Trademark Security Agreement in favor of Trustee and Agent, and further, the parties hereto desire to amend the Trademark Security Agreement as set forth herein.

NOW, THEREFORE, subject to the Supplement Agreement, the parties hereto confirm and agree as follows:

1. **PARTIAL RELEASE OF SECURITY INTEREST.** This Agreement confirms that the entire security interest in the Released Trademarks and Licenses and any other rights and interests granted to Trustee and Agent under the Trademark Security Agreement with respect to the Released Trademarks and Licenses, are released and permanently terminated to the extent that any security interest in or other such rights and interests with respect to the Released Trademarks and Licenses was granted to Trustee and Agent by the Grantors under the Trademark Security Agreement.

2. **AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT.** Schedule I to the Trademark Security Agreement is hereby amended as follows:

- a. The Released Trademarks and Licenses shall be deleted from the Schedule; and
- b. The following Trademark Intellectual Property License shall be added under the "Licenses" section of Schedule I: "Trademark License Agreement, dated June 9, 2011, among ConAgra Foods RDM, Inc. and Marie Callender Pie Shops, Inc." (the "Additional Trademark License") and such Additional Trademark License shall secure all Secured Obligations.

3. Except as expressly provided herein, all the other terms and conditions of the Trademark Security Agreement, including the items listed in Schedule I attached thereto (as amended herein), shall remain in full force and effect. Each Grantor hereby: (a) except to the extent expressly released pursuant to Section 1 above, reaffirms all prior grants of security interests in favor of Trustee and Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Agreement; (b) grants, assigns, transfers, and conveys to Trustee and Agent, for the benefit of the Holders, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark License; (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect. This Agreement is a Loan Document.

4. This Agreement is intended to be recorded in the U.S. Patent and Trademark Office or any other trademark office(s) as desired to confirm and evidence the foregoing (i) release and termination of the security interest and rights created under the Trademark Security Agreement with respect to the Released Trademarks and Licenses; and (ii) amendment to Schedule I of the Trademark Security Agreement.

5. COUNTERPARTS. This 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 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.

6. GOVERNING LAW.

(a) THE VALIDITY OF THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(b) OF THE TRADEMARK SECURITY AGREEMENT AND UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) THE VALIDITY OF SECTION 2 OF THIS AGREEMENT, SOLELY WITH RESPECT TO THE GRANT OF A CONTINUING SECURITY INTEREST IN PERMITS OR LICENSES THAT ARE SUBJECT TO REGULATION BY OR CONSENT OF ANY GOVERNMENTAL AUTHORITY (INCLUDING LIQUOR LICENSES AND FRANCHISES), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT THEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT THERETO SHALL BE DETERMINED

UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE
STATE OF DELAWARE.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and made effective as of the date hereinabove by their duly authorized signatories.

TRUSTEE

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: [Signature]
Name: DEDA SABALIANUSKAITE
Title: SENIOR ASSOCIATE

AGENT

THE BANK OF NEW YORK MELLON

By: _____
Name: _____
Title: _____

GRANTORS

MARIE CALLENDER PIE SHOPS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

PERKINS & MARIE CALLENDER'S HOLDING
INC., a Delaware corporation

By: _____
Name: _____
Title: _____

PERKINS & MARIE CALLENDER'S INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

PERKINS & MARIE CALLENDER'S REALTY
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature page to the RELEASE OF SECURITY INTEREST IN TRADEMARKS AND
AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and made effective as of the date hereinabove by their duly authorized signatories.

TRUSTEE

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____
Name: _____
Title: _____

AGENT

THE BANK OF NEW YORK MELLON

By: _____
Name: _____
Title: _____
JOHN GUILIANO
VICE PRESIDENT

GRANTORS

MARIE CALLENDER PIE SHOPS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

PERKINS & MARIE CALLENDER'S HOLDING
INC., a Delaware corporation

By: _____
Name: _____
Title: _____

PERKINS & MARIE CALLENDER'S INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

PERKINS & MARIE CALLENDER'S REALTY
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature page to the RELEASE OF SECURITY INTEREST IN TRADEMARKS AND
AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and made effective as of the date hereinabove by their duly authorized signatories.

TRUSTEE

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

By: _____
Name: _____
Title: _____

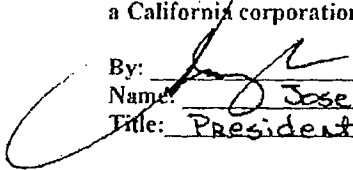
AGENT

THE BANK OF NEW YORK MELLON

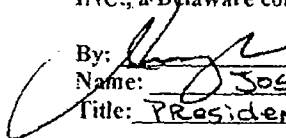
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Name: _____
Title: _____

GRANTORS

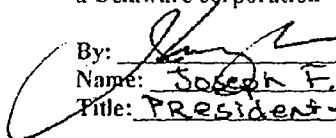
MARIE CALLENDER PIE SHOPS, INC.,
a California corporation

By: 
Name: Joseph F. Trungale
Title: President

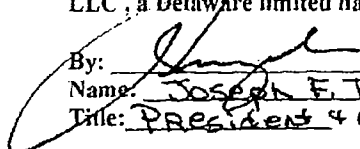
PERKINS & MARIE CALLENDER'S HOLDING
INC., a Delaware corporation

By: 
Name: Joseph F. Trungale
Title: PRESIDENT + CEO

PERKINS & MARIE CALLENDER'S INC.,
a Delaware corporation

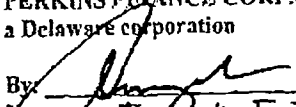
By: 
Name: Joseph F. Trungale
Title: PRESIDENT + CEO

PERKINS & MARIE CALLENDER'S REALTY
LLC, a Delaware limited liability company

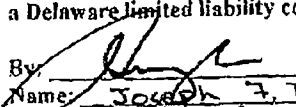
By: 
Name: Joseph F. Trungale
Title: PRESIDENT + CEO

[Signature page to the RELEASE OF SECURITY INTEREST IN TRADEMARKS AND
AMENDMENT TO TRADEMARK SECURITY AGREEMENT]


PERKINS FINANCE CORP.,
a Delaware corporation

By: 
Name: Joseph F. Trungale
Title: President

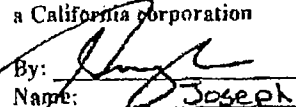
WILSHIRE RESTAURANT GROUP LLC.,
a Delaware limited liability company

By: 
Name: Joseph F. Trungale
Title: President & CEO


MACAL INVESTORS, INC.,
a California corporation

By: 
Name: Joseph F. Trungale
Title: President

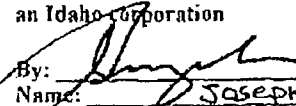
MARIE CALLENDER WHOLESALERS, INC.,
a California corporation

By: 
Name: Joseph F. Trungale
Title: President

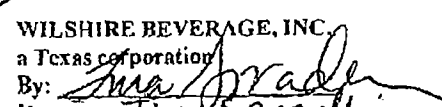
FIV CORP.,
a Delaware corporation

By: 
Name: Joseph F. Trungale
Title: President

MCID, INC.,
an Idaho corporation

By: 
Name: Joseph F. Trungale
Title: President

WILSHIRE BEVERAGE, INC.,
a Texas corporation


By: 
Name: Tina Spradlin
Title: General Manager

President

[Signature page to the RELEASE OF SECURITY INTEREST IN TRADEMARKS AND
AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

EXHIBIT A

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Classes	Status
CalENDER'S	U.S.	74/208844 10/2/1991	1719136 9/22/1992	42	Registered
MARIE CalENDER'S	U.S.	74/247317 2/14/1992	1771650 5/18/1993	29, 30	Registered
MARIE CalENDER'S	U.S.	73/034676 10/15/1974	1024794 11/11/1975	30	Registered
MARIE CalENDER'S	U.S.	73/034675 10/15/1974	1025427 11/18/1975	42	Registered
MARIE CalENDER'S (Stylized) 	U.S.	73/637071 12/24/1986	1480957 3/15/1988	30, 42	Registered
MARIE CalENDER'S GRILL	U.S.	78/467936 8/16/2004	3107917 6/20/2006	43	Registered
MARIE CalENDER'S RESTAURANT & BAKERY	U.S.	75/677521 4/8/1999	2592059 7/9/2002	42	Registered
RAZZLEBERRY	U.S.	78/353861 1/19/2004	3190897 1/2/2007	30	Registered
CalENDER'S	Japan	H03-111820 10/29/1991	2719561 1/31/1997	30	Registered
CalENDER'S	Japan	H04-249640 9/30/1992	3219519 11/29/1996	42	Registered
MARIE CalENDER'S	Japan	H04-157920 8/19/1992	3056685 6/30/1995	29	Registered
MARIE CalENDER'S	Mexico	193369 3/9/1994	460984 5/18/1994	29	Registered
MARIE CalENDER'S	Mexico	4/21/1992	417929 7/2/1992	29	Registered
MARIE CalENDER'S	Mexico	193370 3/9/1994	460985 5/18/1994	30	Registered
MARIE CalENDER'S	Mexico	114776 6/6/1991	429657 1/21/1993	30	Registered

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Classes	Status
MARIE CALLENDER'S	Mexico	193371 3/9/1994	460986 5/18/1994	42	Registered
MARIE CALLENDER'S	Mexico	6/6/1991	404147 1/23/1992	42	Registered
MARIE CALLENDER'S GET TO KNOW US OVER DINNER!	Mexico	481579 4/20/2001	776050 1/30/2003	42	Registered
MARIE CALLENDER'S GET TO KNOW US OVER DINNER!	Mexico	481575 4/20/2001	776049 1/30/2003	30	Registered
MARIE CALLENDER'S GET TO KNOW US OVER DINNER!	Mexico	481578 4/20/2001		29	Registered

Licenses

1. Trademark License Agreement, dated September 16, 1994 among Marie Callender Pie Shops, Inc., Donald W. Callender and ConAgra Inc.
2. Trademark License Agreement, dated March 3, 1997 among Marie Callender Pie Shops, Inc. and American Pie, LLC
3. Trademark License Agreement, dated July 1998 among Marie Callender Pie Shops, Inc. and American Pie, LLC
4. Trademark License Agreement, dated August 4, 2000 among Marie Callender Pie Shops, Inc. and American Pie, LLC
5. Trademark License Agreement, dated January 1, 1994, by and between Marie Callender Pie Shops, Inc., Donald W. Callender and International Commissary Corporation
6. Manufacturing and Packaging Agreement, dated October 1, 2007, by and between Perkins & Marie Callender's Inc. and American Pie, LLC
7. Trademark License Agreement, dated March 31, 1997, between Marie Callender Pie Shops, Inc., Donald W. Callender, Interstate Brands Corporation and International Commissary Corporation