

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
MR OPCO, LLC		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	101 California St., Suite 1500
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77203037	LEAN LIFESTYLE
Serial Number:	75919390	LUNCH AROUND
Serial Number:	74505652	MAMA ROSA'S
Serial Number:	73691811	MAMA ROSA'S
Serial Number:	75936555	MAMA ROSA'S BY THE SLICE
Serial Number:	75651957	MINI MAMA'S
Serial Number:	74505665	OLD ITALIAN BRAND
Serial Number:	73664291	OUR OLD ITALIAN BRAND
Serial Number:	85218357	BABY MAMA'S
Serial Number:	85172747	PIZZA GRILLERS
Serial Number:	85106177	VIRGA

CORRESPONDENCE DATA

Fax Number: (312)984-7700

900199288

**TRADEMARK
 REEL: 004601 FRAME: 0226**

CH \$290.00 77203037

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-372-2000
Email: jmikulina@mwe.com, kwalsh@mwe.com
Correspondent Name: Kelly Walsh, McDermott Will & Emery LLP
Address Line 1: 227 W. Monroe Street
Address Line 2: Suite 4400
Address Line 4: Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER:	82892-045
NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	08/09/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as August 1, 2011, is made by MR OPCO, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

RECITALS

A. Pursuant to the Credit Agreement, dated as of August 1, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuer from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

B. Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

C. Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature pages follow]

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.

Very truly yours,

"Grantor"

MR OPCO, LLC

By: 
Name: Michael Brackman
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name:
Title:

[Trademark Security Agreement]

TRADEMARK
REEL: 004601 FRAME: 0230

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.

Very truly yours,

“Grantor”

MR OPCO, LLC

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

“Agent”




GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Ankur Gupta
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Application Serial No.	Application Date	Registration Number	Registration Date	Registrant
LEAN LIFESTYLE	77203037	6/11/2007	3502628	9/16/2008	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.
LUNCH AROUND	75919390	2/15/2000	2913430	12/21/2004	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.
MAMA ROSA'S (Logo) 	74505652	3/28/1994	1879961	2/21/1995	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.
MAMA ROSA'S	73691811	10/26/1987	1493392	6/21/1988	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.
MAMA ROSA'S BY THE SLICE (Logo) 	75936555	3/6/2000	2428472	2/13/2001	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.
MINI MAMA'S	75651957	3/2/1999	2409419	11/28/2000	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.
OLD ITALIAN BRAND (Logo) 	74505665	3/28/1994	1896371	5/30/1995	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.
OUR OLD ITALIAN BRAND	73664291	6/2/1987	1478896	3/1/1988	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.

2. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
BABY MAMA'S	85218357	1/14/2011			Published (Pending) Intent To Use; Notice Of Allowance Issued	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.
PIZZA GRILLERS (Stylized) <i>Pizza Grillers</i>	85172747	11/9/2010			Pending Intent To Use; Non-Final Action Mailed; Response due August 22, 2011	MAMA ROSA'S LLC DELAWARE CORPORATION
VIRGA	85106177	8/12/2010			Published on July 26, 2011	MAMA ROSA'S LLC DELAWARE LIMITED LIABILITY CO.

3. IP LICENSES

Myrna Rae, LLC License Agreement, dated September 28, 2010 between Myrna Rae, LLC and Mama Rosa's Pizza, Inc.