

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
FIDELITY NEWPORT HOLDINGS, LLC		08/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
AMERICAN BLUE RIBBON HOLDINGS, LLC		08/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC formerly known as WELLS FARGO FOOHILL, LLC
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3918482	AMERICAN BLUE RIBBON HOLDINGS, LLC
Serial Number:	85069892	ARTISAN PIE SHOP SPECIAL
Serial Number:	77879181	LEGENDARY BAKING
Serial Number:	77982201	LEGENDARY BAKING
Serial Number:	77953658	LEGENDARY BAKING SINCE 1969
Registration Number:	3730807	MAX & ERMA'S A BETTER PLACE TO EAT.
Serial Number:	85247988	MAX & ERMA'S FREE COOKIES WEDNESDAY FRESH BAKED!
Registration Number:	3787096	PIE RUSH WEDNESDAY
Serial Number:	85339695	THE BAKERS SQUARE. RESTAURANT & PIES FOUR SQUARE
Registration Number:	3963070	THE INNCREDBLE V.I.B.

CH \$315.00 3918482

Serial Number:	85057363	V.I.B. THE INNCREIBLE ALL DAY EVERY DAY
Registration Number:	3947074	THE INNCREIBLE V.I.B. CHOOSE 4 DIFFERENT ITEMS FOR ALL DAY EVERY DAY

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4048152231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul Hastings
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	08/22/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of August, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC (formerly Wells Fargo Foothill, LLC), a Delaware limited liability company ("WFCF"), 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 Amended and Restated Credit Agreement dated as of August 11, 2011 (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"), the lenders party thereto (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;

WHEREAS, Grantors 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"), to secure the Secured Obligations (as defined therein); and

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.

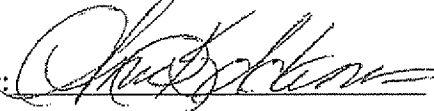
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement 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 in this Trademark Security Agreement to the satisfaction, repayment, or payment in full of the Secured

Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any Lender Group Expenses that have accrued irrespective of whether demand has been made therefor and the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid and the final termination of any commitment to extend any financial accommodations under the Credit Agreement and any other Loan Document. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein 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.

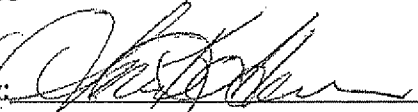
FIDELITY NEWPORT HOLDINGS, LLC

By: 

Name: Anita K. Adams

Title: Chief Financial Officer

AMERICAN BLUE RIBBON HOLDINGS,
LLC

By: 

Name: Anita K. Adams

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By: _____

Name: Ryan W. Haight

Title: Vice President, Specialty Finance

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

By: _____

Name: Anita K. Adams

Title: Chief Financial Officer

AMERICAN BLUE RIBBON HOLDINGS,
LLC

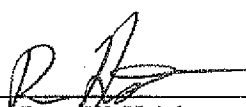
By: _____

Name: Anita K. Adams

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
as Agent

By:  _____

Name: Ryan W. Haight

Title: Vice President, Specialty Finance

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

American Blue Ribbon Holdings, LLC. Filed 05/18/2009; registered 02/15/2011. Reg #: 3,918,482.

Artisan Pie Shop Special. Filed 06/23/2010. App #: 85/069,892. PENDING

Bakers Square. Nebraska registration. Reference # 1153-81. Reg date: 10/19/1984. Reg #: 2510174.

Legendary Baking. Reference # 1153-181. Filed: 11/23/2009. App #: 77/879,181. ALLOWED

Legendary Baking. Reference # 1153-181-1. Filed: 11/23/2009. App #: 77/982,201.
ALLOWED

Legendary Baking Since 1969 & Design. Reference # 1153-182. Filed 03/08/2010. App #: 77/953,658. ALLOWED

Max & Erma's A Better Place to Eat. Filed 03/25/2009; registered 12/29/2009. Reg #: 3,730,807.

Max & Erma's Free Cookies Wednesday Fresh Baked! & Design. Reference # 1153-190. Filed: 02/22/2011. App #: 85/247,988. PENDING

Pie Rush Wednesday. Filed 09/04/2009; registered 05/11/2010. Reg. #: 3,787,096.

The Bakers Square Restaurant & Pies Four Square Design. Reference # 1153-191. Filed 06/07/2011. App #: 85/339,695. PENDING

The Incredible V.I.B. Filed 03/05/2010; registered 05/17/2011. Reg # 3,963,070.

The Incredible V.I.B. All Day Every Day & Design. Reference # 1153-185. Filed 06/08/2010. App #: 85/057,363. ALLOWED

The Incredible V.I.B. Choose 4 Different Items for All Day Every Day & Design. Filed 04/30/2010; registered 04/19/2011. Reg. # 3,947,074.