

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDMENT NUMBER ONE TO TRADEMARK COLLATERAL ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FRIENDLY ICE CREAM CORPORATION		09/01/2011	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, INC. (formerly known as Wells Fargo Foothill, Inc.), as Administrative Agent
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1015495	FISHAMAJIG
Registration Number:	3881467	OH, THAT LOOKS GOOD
Registration Number:	3505162	HUNKA CHUNKA PB FUDGE
Registration Number:	3106847	CARAMEL FUDGE NUT BLAST
Registration Number:	3038414	SUNDAES TO GO
Registration Number:	2989284	NUTS OVER CARAMEL
Registration Number:	3269093	HAZEL 'N JOE
Registration Number:	3090332	CHERRY CHOCO LANDSLIDE
Registration Number:	3108325	SMOOTH CHURNED
Registration Number:	3387950	PARTY ROLL
Registration Number:	3243192	DUTCH FUDGE
Registration Number:	2976029	CARB FABULOUS

**900203554**

**TRADEMARK  
 REEL: 004634 FRAME: 0370**

**CH \$465.00 1015495**

Registration Number:	3795323	SUPERMELT
Registration Number:	3036762	TEAM XTREME
Registration Number:	1072831	FRIBBLE
Registration Number:	3348629	FRESH & FRIENDLY
Registration Number:	3535240	WHERE ICE CREAM MAKES THE MEAL
Registration Number:	3698332	FRIENDLY'S

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
Phone: 213.683.5698  
Email: MinetteTayco@paulhastings.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Minette M. Tayco  
Address Line 1: 515 S. Flower St., 25th Floor  
Address Line 2: Paul Hastings LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCE/FRIENDLYS(45035.204)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	10/02/2011

**Total Attachments: 7**

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**AMENDMENT NUMBER ONE TO  
TRADEMARK COLLATERAL ASSIGNMENT**

This **AMENDMENT NUMBER ONE TO TRADEMARK COLLATERAL ASSIGNMENT** dated as of September 1, 2011 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Collateral Assignment, dated as of December 17, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Assignment"), by and between **FRIENDLY ICE CREAM CORPORATION**, a Massachusetts corporation ("Assignor"), and **WELLS FARGO CAPITAL FINANCE, INC.**, a California corporation (formerly known as Wells Fargo Foothill, Inc.), in its capacity as the administrative agent for the Lender Group, the Issuing Lender, and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Assignment or, if not defined therein, the Credit Agreement.

**WHEREAS**, Assignor and the Administrative Agent wish to amend the Trademark Assignment to, among other things, add certain Trademarks to the Pledged Trademarks, and have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Assignment as follows:

1. Section 1 of the Trademark Assignment is hereby amended by amending and restating the definition of "Trademarks" as follows:

"Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the assignor, that (i) are set forth on Schedules A or B hereto or (ii) have been adopted, acquired, owned, held, or used by the Assignor, or are now owned, held, or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which Assignor has any right, title, or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right title or interest."

2. Section 1 of the Trademark Assignment is hereby amended by (a) deleting the text "**COMMONWEALTH OF MASSACHUSETTS**" appearing in the first sentence thereof and replacing it with the following text "**STATE OF NEW YORK**"; and (b) deleting the text "Commonwealth of Massachusetts" appearing in the second sentence thereof and replacing it with the text "Southern District of New York".

3. Assignor and the Administrative Agent hereby agree that Schedule B to the Trademark Assignment is hereby amended by adding the Pledged Trademarks listed on Schedule I attached hereto (the "Additional Pledged Trademarks"), which such Additional Pledged Trademarks shall be and become part of the Pledged Trademarks referred to in the Trademark Assignment and Schedule I attached thereto and, together with the other Pledged Trademarks, shall secure all Obligations.

4. Assignor hereby: (a) reaffirms all prior grants of security interests in favor of the Administrative Agent in all of Assignor's right, title, and interest in, to, and under the Pledged Trademarks identified on Schedule A and Schedule B to the Trademark Assignment prior to the effectiveness of this Amendment; (b) unconditionally grants, assigns, and pledges to the Administrative Agent, for the benefit of each member of the Lender Group, the Issuing Lender, and each of the Bank

Product Providers, continuing security interests in all of Assignor's right, title, and interest in, to, and under the Additional Pledged Trademarks identified on Schedule I attached hereto; and (c) agrees that the Trademark Assignment as amended hereby is and shall remain in full force and effect.

5. **GOVERNING LAW; WAIVER OF JURY TRIAL.**

(i) THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(ii) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE ADMINISTRATIVE AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE ADMINISTRATIVE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. ASSIGNOR AND THE ADMINISTRATIVE AGENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 4(ii).

(iii) EACH OF ASSIGNOR AND THE ADMINISTRATIVE AGENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AMENDMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE ADMINISTRATIVE AGENT RELATING TO THE ADMINISTRATION OF THE AMENDMENT OR ENFORCEMENT OF THE AMENDMENT AND AGREES THAT IT WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. Except as prohibited by law, Assignor hereby waives any right it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Assignor (a) certifies that no representative, agent or attorney of the Administrative Agent has represented, expressly or otherwise, that the Administrative Agent would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that the Administrative Agent has been induced to enter into this Amendment, among other things, the waivers and certifications contained herein.

6. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to

deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

7. This Amendment is a Loan Document.

[signature pages follow]

**IN WITNESS WHEREOF**, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**ASSIGNOR:**

**FRIENDLY ICE CREAM CORPORATION,**  
a Massachusetts corporation

By: *Steven Samonioni*  
Name: STEVEN SAMONIONI  
Title: EXEC. VP. & CFO

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK COLLATERAL ASSIGNMENT]

ACCEPTED AND ACKNOWLEDGED BY:

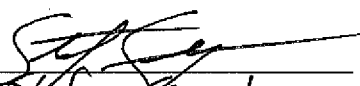
ADMINISTRATIVE AGENT:

WELLS FARGO CAPITAL FINANCE,  
INC.,  
a California corporation

By:

Name:

Title:

  
Stefan Sigurdson  
Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK COLLATERAL ASSIGNMENT]

SCHEDULE I  
to  
AMENDMENT NUMBER ONE TO TRADEMARK COLLATERAL ASSIGNMENT

**REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registrant</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Country of Registration</b>
Fishamajig	Friendly Ice Cream Corporation	5/3/1974	1015495	United States
Oh, That Looks Good	Friendly Ice Cream Corporation	1/5/2010	3,881,467	United States
Hunka Chunka PB Fudge	Friendly Ice Cream Corporation	3/12/2008	3505162	United States
Caramel Fudge Nut Blast	Friendly Ice Cream Corporation	7/14/2005	3106847	United States
Sundaes to Go	Friendly Ice Cream Corporation	4/22/2004	3038414	United States
Nuts Over Caramel	Friendly Ice Cream Corporation	4/26/2004	2989284	United States
Hazel 'N Joe	Friendly Ice Cream Corporation	6/8/2004	3269093	United States
Cherry Choco Landslide	Friendly Ice Cream Corporation	6/3/2005	3090332	United States
Smooth Churned	Friendly Ice Cream Corporation	5/17/2005	3108325	United States
Party Roll	Friendly Ice Cream Corporation	4/18/2007	3387950	United States
Dutch Fudge	Friendly Ice Cream Corporation	8/28/2006	3243192	United States
Carb Fabulous	Friendly Ice Cream Corporation	4/26/2004	2976029	United States
Supermelt	Friendly Ice Cream Corporation	12/22/2009	3795323	United States



Trademark	Registrant	Filing Date	Registration Number	Country of Registration
Team Xtreme	Friendly Ice Cream Corporation	4/29/2004	3036762	United States
Fribble	Friendly Ice Cream Corporation	1/19/1977	1072831	United States
Fresh & Friendly	Friendly Ice Cream Corporation	8/28/2006	3348629	United States
Where Ice Cream Makes the Meal	Friendly Ice Cream Corporation	1/30/2008	3535240	United States
Friendly's	Friendly Ice Cream Corporation	3/26/2009	3698332	United States