

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FRIENDLY ICE CREAM CORPORATION		10/06/2011	CORPORATION: MASSACHUSETTS
FRIENDLY'S RESTAURANTS FRANCHISE, LLC		10/06/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, INC.
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 57**

Property Type	Number	Word Mark
Registration Number:	2471575	BIG-TWO-DO
Registration Number:	1720549	CANDY SHOPPE SUNDAE
Registration Number:	2236405	CAPPUCCINO DREAM
Registration Number:	2234412	CARAMEL FUDGE BLAST
Registration Number:	2200397	CHERRY CHOCO LANDSLIDE
Registration Number:	2200396	CHOCOLATE MALTED MEMORIES
Serial Number:	76116950	CONE HEAD SUNDAE
Serial Number:	76079807	COOL CASH
Serial Number:	76307223	CRUMB MADNESS
Registration Number:	2200398	DOUBLE BERRY DELIGHT
Registration Number:	2202074	DOUBLE DELUXE SUNDAE

**900204092**

**TRADEMARK  
 REEL: 004637 FRAME: 0822**

**CH \$1440.00 2471575**

Registration Number:	1645426	FORBIDDEN CHOCOLATE
Registration Number:	2475647	FORBIDDEN CHOCOLATE EXPLOSION
Registration Number:	1946872	FRESH & FRIENDLY
Registration Number:	1207445	FRESH'N FRIENDLY
Serial Number:	75804057	FRIEND-Z
Registration Number:	1062852	FRIENDLY
Registration Number:	1302932	FRIENDLY
Registration Number:	1302933	FRIENDLY
Registration Number:	1032588	FRIENDLY
Registration Number:	1162271	FRIENDLY FAMILY RESTAURANTS
Registration Number:	1062350	FRIENDLY
Registration Number:	1039803	FRIENDLY FRANK
Registration Number:	1062851	FRIENDLY ICE CREAM
Registration Number:	1062354	FRIENDLY ICE CREAM
Registration Number:	1273960	FRIENDLY ICE CREAM WIZARD
Registration Number:	1704309	FRIENDLY'S
Registration Number:	1597640	FRIENDLY'S
Registration Number:	1595593	FRIENDLY'S
Registration Number:	2231148	FRIENDLY'S BAKERY EXPRESS
Registration Number:	1030190	FRIENDLY'S BIG BEEF
Registration Number:	1720530	FRIENDLY'S CANDY SHOPPE SUNDAE
Registration Number:	1263283	FRIENDLYVILLE
Serial Number:	76184855	FRIENDWICH
Serial Number:	76116952	GOOD 'N GOOEY SUNDAE
Registration Number:	1642197	JUBILEE ROLL
Registration Number:	2406437	LEAVE ROOM FOR THE ICE CREAM
Serial Number:	76116951	MONSTER MASH SUNDAE
Registration Number:	1925667	PURELY PISTACHIO
Serial Number:	76307224	ROYAL RAZZ
Serial Number:	76116833	SOFTY THE TEDDY BEAR
Registration Number:	2234979	SUNDAE DRIVERS
Registration Number:	1273961	THE FRIENDLY WIZARD
Registration Number:	1971123	VIENNA MOCHA CHUNK
Registration Number:	1093903	CLAMBOAT
Registration Number:	1010077	CLAMBOAT

	1282706	CREAMY COW
Registration Number:	1420679	DUTCH FUDGE ROLL
Registration Number:	1100306	FISHAMAJIG
Registration Number:	1015495	FISHAMAJIG
Registration Number:	0845093	FRIBBLE
Registration Number:	1262053	GREAT AWAKENINGS
Registration Number:	1346611	HAPPY ENDING
Registration Number:	1313682	WATTAMELON ROLL
Registration Number:	1286573	
Serial Number:	76061761	ORANGE CREME ROLL
Serial Number:	76061760	DESSERT CENTER

**CORRESPONDENCE DATA**

Fax Number: (404)815-2424  
Phone: 404-815-2231  
Email: carolfraser@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: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, NE, Suite 2400  
Address Line 2: Paul Hastings LLP  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/07/2011

**Total Attachments: 20**  
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**TRADEMARK COLLATERAL ASSIGNMENT**

TRADEMARK COLLATERAL ASSIGNMENT dated as of October 6, 2011, among FRIENDLY ICE CREAM CORPORATION, a Massachusetts corporation and a debtor-in-possession (the "Borrower"), FRIENDLY'S RESTAURANTS FRANCHISE, LLC, a Delaware limited liability company and a debtor-in-possession ("Franchise", and together with Borrower, collectively the "Assignors", and each, individually, an "Assignor"), and WELLS FARGO CAPITAL FINANCE, INC., a California corporation, as administrative agent (the "Administrative Agent") for itself and the Lenders (as defined below).

**WHEREAS**, on October 5, 2011 (the "Petition Date"), the Debtors (as defined in the Credit Agreement referenced hereinafter) Chapter 11 Case Nos. 11-13167 and 11-13166, as administratively consolidated (each, a "Chapter 11 Case" and collectively, the "Chapter 11 Cases") by filing separate voluntary petitions for reorganization under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

**WHEREAS**, in connection with and during the pendency of the Chapter 11 Cases and pursuant to that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), among the Borrower, the lenders identified on the signature pages 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 Administrative Agent, the Lender Group has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, from and after the Petition Date, the Borrower will continue to operate its business and manage its properties as a debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

**WHEREAS**, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrower under the Credit Agreement that the Assignors execute and deliver to the Administrative Agent, for the benefit of the Lenders, the Issuing Lender, the Bank Product Providers and the Administrative Agent, a trademark assignment in substantially the form hereof;

**WHEREAS**, the Assignors have executed and delivered to the Administrative Agent, for the benefit of the Lenders, the Issuing Lender, the Bank Product Providers and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Lenders, the Issuing Lender, the Bank Product Providers and the Administrative Agent, a security interest in certain of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

**WHEREAS**, this Trademark Assignment is supplemental to the provisions contained in the Security Agreement;

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Assignment referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Material Trademarks. The trademarks listed as Schedule A.

Material Trademark Registrations. The trademark registrations listed on Schedule A.

Material Trademark Right. Any material trademark rights that are deemed to be material in the business of any Assignor as determined by the applicable Assignor in its commercially reasonable judgment.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing; provided, that "Pledged Trademarks" shall not include (x) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents to the extent (but only to the extent) that the grant of a security interest would (i) constitute a violation of a restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder (it being understood that no Material Trademarks are subject to such restrictions or rights of termination), or (y) any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office (provided that each such intent-to-use application shall be considered a Pledged Trademark immediately and automatically upon such filing and acceptance).

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of any Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of any Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by any Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Assignment. This Trademark Collateral Assignment, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of any Assignor, or to which any Assignor is a party, pertaining to any Trademarks,

Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of any Assignor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which any Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the applicable Assignor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the applicable Assignor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

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 any Assignor, that (i) are set forth on Schedule A or B hereto or (ii) have been adopted, acquired, owned, held, or used by any Assignor, or are now owned, held or used by any Assignor, in such Assignor's business or with such Assignor's products and services, or in which such Assignor have any right, title, or interest, or (iii) are in the future adopted, acquired, owned, held or used by any Assignor in such Assignor's business or with such Assignor's products and services, or in which any Assignor in the future acquires any right title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Assignor or its business or for the direct or indirect benefit of any Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Assignment.



## 2. GRANT OF SECURITY INTEREST.

**2.1 Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders, the Issuing Lender, the Bank Product Providers and the Administrative Agent, a continuing security interest in and first priority (subject to Permitted Liens) lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders, the Issuing Lender, the Bank Product Providers and the Administrative Agent. Each Assignor hereby authorizes the Administrative Agent to record with the PTO this Trademark Assignment fully executed by the Assignors.

**2.2 Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders, the Issuing Lender, the Bank Product Providers and the Administrative Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the applicable Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

**2.3 Supplemental to Security Agreement.** Pursuant to the Security Agreement each Assignor has granted to the Administrative Agent, for the benefit of the Lenders, the Issuing Lender, the Bank Product Providers and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Assignment, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Assignment (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Assignment, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Assignment or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the applicable Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Assignors) in, to or with respect to the Collateral (including the Pledged Trademarks) provided

in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS WARRANTIES AND COVENANTS.**

Each Assignor represents, warrants and covenants that: (i) Schedule B sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) Material Trademarks and Material Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of such Material Trademarks or Material Trademark Registrations; (iii) to the best of such Assignor's knowledge, each of the Material Trademarks and Material Trademark Registrations is valid and enforceable; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Material Trademarks, Material Trademark Registrations or any Material Trademark Rights; (v) no written claim has been made that the use of any of the Material Trademarks does or may violate the rights of any third person in any material respect, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Material Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Assignment; (vii) such Assignor has the unqualified right to enter into this Trademark Assignment and to perform its terms and will take commercially reasonable steps to ensure that each of its present and future employees, agents, consultants, licensors and licensees comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Material Trademarks; (ix) such Assignor has used, and will continue to use for the duration of this Trademark Assignment, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Material Trademarks; (x) this Trademark Assignment, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority (other than Permitted Liens and the Carve-Out) security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State for the State of New York under the Uniform Commercial Code, the recording of this Trademark Assignment with the PTO, and the entry of the Financing Orders by the Bankruptcy Court, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Assignment by such Assignor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. **INSPECTION RIGHTS.**

Each Assignor hereby grants to each of the Administrative Agent, the Issuing Lender, the Bank Product Providers and the Lenders and its employees and agents the right to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times upon reasonable prior notice during regular business hours.

5. **NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Administrative Agent's prior written consent, the Assignors will not, except as permitted by the Credit Agreement, (i) mortgage, pledge, assign, encumber or grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignors' obligations under this Trademark Assignment or the Security Agreement.

6. **AFTER-ACQUIRED TRADEMARKS, ETC.**

**6.1 After-acquired Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Assignment shall automatically apply thereto and the applicable Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

**6.2 Amendment to Schedule.** Each Assignor authorizes the Administrative Agent to modify this Trademark Assignment and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. **TRADEMARK PROSECUTION.**

**7.1 Assignor Responsible.** Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any commercially reasonable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent, the Issuing Lender, the Bank Product Providers and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent, the Issuing Lender, any Bank Product Provider or any Lender in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in accordance with commercially reasonable standards in connection with this Trademark Assignment or the transactions contemplated hereby. In respect of such responsibility, each Assignor shall retain trademark counsel reasonably acceptable to the Administrative Agent.

**7.2 Assignor's Duties, etc.** Each Assignor shall have the right and the duty, (i) to prosecute any trademark registration applications of the Trademarks pending as of the date of

this Trademark Assignment or thereafter, (ii) to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments, (iii) to maintain in effect the Trademark Registrations and (iv) to make the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. All reasonable expenses incurred in connection with such applications and actions shall be borne by the Assignors. The Assignors shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark.

**7.3 Assignor's Enforcement Rights.** The Assignors shall have the right and the duty to bring suit or other action in the Assignors' own names as is reasonably necessary to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, except to the extent it determines it is imprudent to do so in the exercise of its commercially reasonable judgment. Each Assignor may require the Administrative Agent to join in such suit or action as is reasonably necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is reasonably satisfied that such joinder will not subject the Administrative Agent, the Issuing Lender, any Bank Product Provider or any Lender to any risk of liability. Each Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages and reasonable costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.

**7.4 Protection of Trademarks etc.** In general, each Assignor shall take any and all commercially reasonable actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks, except to the extent it determines it is imprudent to do so in the exercise of its commercially reasonable judgment. Each Assignor shall not take or fail to take any commercially reasonable action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, except to the extent it determines it is imprudent to do so in the exercise of its commercially reasonable judgment.

**7.5 Notification by Assignor.** Promptly upon obtaining knowledge thereof, the Assignors will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Material Trademarks or Material Trademark Registrations or the Assignors' rights, title or interests in and to the Pledged Trademarks (to the extent they are Material Trademarks), and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks (to the extent they are Material Trademarks), the ability of the applicable Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks (to the extent they are Material Trademarks) or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks (to the extent they are Material Trademarks)).

**8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Assignment (including, without limitation, those set forth in §2.2), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may, notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, or hearing before, or order from the Bankruptcy Court (but subject to the applicable provisions of the Financing Orders) and by written notice to the Borrower, immediately, without demand of performance or demand whatsoever to the applicable Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the applicable Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Assignment (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the applicable Assignor and counsel approved by the Bankruptcy Court for the Committee at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

**9. COLLATERAL PROTECTION.**

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Administrative Agent, in its own name or that of the applicable Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

**10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all

actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent, the Issuing Lender, the Bank Product Providers and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Assignment.

**11. FURTHER ASSURANCES.**

The Assignors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

**12. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Assignment shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Assignors pursuant to this Trademark Assignment, as fully as if this Trademark Assignment had not been made, subject to any disposition of all or any part thereof that may have been made the Administrative Agent pursuant hereto or the Security Agreement.

**13. COURSE OF DEALING.**

No course of dealing between the Assignors and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. EXPENSES.**

Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Assignment and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

**15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT, THE ISSUING LENDER, ANY BANK PRODUCT PROVIDER NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNORS WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNORS' OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND THE ASSIGNORS SHALL INDEMNIFY THE ADMINISTRATIVE AGENT, THE ISSUING LENDER, THE BANK PRODUCT PROVIDER AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT, THE ISSUING LENDER, ANY BANK PRODUCT PROVIDER OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.**

**16. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Assignment shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows: if to the Assignors, at the address set forth beneath their signatures hereto, and if to the Administrative Agent, at the address for notices to the Administrative Agent set forth in §16.6 of the Credit Agreement, or at such address as either party may designate in writing to the other.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

**17. AMENDMENT AND WAIVER.**

This Trademark Assignment is subject to modification only by a writing signed by the Administrative Agent and the Assignor, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**18. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** Each Assignor agrees that any suit for the enforcement of this Trademark Assignment may be brought only in the Bankruptcy Court and consents to the exclusive jurisdiction of such court and to service of process in any such suit being made upon the applicable Assignor by mail at the address specified in §16. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**19. WAIVER OF JURY TRIAL.**

**EACH ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK ASSIGNMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, each Assignor waives any right which 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. Each Assignor (i) certifies that neither the Administrative Agent, the Issuing Lender, any Bank Product Provider or any Lender nor any representative, agent or attorney of the Administrative Agent, the Issuing Lender, any Bank Product Provider or any Lender has represented, expressly or otherwise, that the Administrative Agent, the Issuing Lender, any Bank Product Provider or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent, the Issuing Lender, any Bank Product Provider or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §19.

**20. MISCELLANEOUS.**

The headings of each section of this Trademark Assignment are for convenience only and shall not define or limit the provisions thereof. This Trademark Assignment and all rights and obligations hereunder shall be binding upon the Assignors and their respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Issuing Lender, the Bank Product Providers, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Assignment and the Credit Agreement, or between this Trademark Assignment and the Security Agreement, the provisions



of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Assignment shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Assignment shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Assignment. The Administrative Agent hereby acknowledges that nothing contained herein shall prohibit the sale or granting of licenses as permitted in §§9.2.1(xvii) and 9.5.2 of the Credit Agreement.

This Trademark Assignment 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 Trademark Assignment. Delivery of an executed counterpart of this Trademark Assignment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Assignment. Any party delivering an executed counterpart of this Trademark Assignment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Assignment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Assignment.

**21. Financing Orders.** Notwithstanding anything herein to the contrary, the liens and security interest granted to the Administrative Agent pursuant to the Loan Documents in any securities or other property belonging to the Assignors and the exercise of any right or remedy by the Administrative Agent with respect to the Pledged Trademarks hereunder or under any other Loan Document are subject to the provisions of the Financing Orders. Notwithstanding anything to the contrary contained herein, in the event of any conflict or inconsistency between this Trademark Assignment and the Financing Orders, the Financing Orders shall govern.

[signature pages follow]

IN WITNESS WHEREOF, this Trademark Assignment has been executed as of the day and year first above written.

**ASSIGNORS:**

**FRIENDLY ICE CREAM CORPORATION**

By: Steven C Sanchioni

Name: Steven C. Sanchioni

Title: Executive Vice President and CFO

Address:

1855 Boston Road

Wilbraham, MA 01095

**FRIENDLY'S RESTAURANTS  
FRANCHISE, LLC**

By: Steven C Sanchioni

Name: Steven C. Sanchioni

Title: Executive Vice President and CFO

Address:

1855 Boston Road

Wilbraham, MA 01095

**ADMINISTRATIVE AGENT:**

**WELLS FARGO CAPITAL FINANCE, INC.**

By: 

Name: Stefan Sigurdson

Title: Vice President

TRADEMARK ASSIGNMENT

**TRADEMARK**  
**REEL: 004637 FRAME: 0840**



SCHEDULE A

The trademark "Friendly's"

Schedule A-1



## SCHEDULE B

### I. TRADEMARKS

Trademark	Country / Class	Appl. Date - Appl. No.	Reg. Date - Reg. No.
FRIENDLY'S	FRANCE / 29, 30, 42	10/23/92 - 92439657	10/23/92 - 92439657
FRIENDLY'S	GERMANY / 30, 29, 42	9/21/92 - D51601/29WZ	3/17/94 - 2060075
FRIENDLY'S	GREAT BRITAIN / 30	6/27/94 - 1576564	6/27/94 - 1576564
FRIENDLY'S AND DESIGN	CANADA	11/4/75 - 393083	2/17/78 - TMA226060
FRIENDLY'S	CHINA 130	12/25/92 - 92086791	11/21/94 - 715964
FRIENDLY'S	EGYPT / 30	7/19/93 - 87606	5/10/97 - 87606
FRIENDLY'S (STYLIZED)	EUROPE - CTM / 28, 30, 42	4/1/96 - 287524	
FRIENDLY'S	GREAT BRITAIN / 42	4/15/92 - 1497602	4/15/92 - 1497602
FRIENDLY'S (STYLIZED)	HONG KONG / 42	5/1/92 - 10796/92	4/27/95 - B03363
FRIENDLY'S	INDIA / 30	11/15/95 - 683225	
FRIENDLY'S	SOUTH KOREA / 112	6/15/93 - 93-3285	1/18/95 - 25727
FRIENDLY'S	SOUTH KOREA / 3	6/15/93 - 93-20182	11/9/94 - 301693
FRIENDLY'S	SWEDEN / 42	3/9/93 - 93-2147	12/10/93 - 253892
FRIENDLY'S	TAIWAN / 42 (L7)	11/30/92 - 81059418	7/1/93 - 65104
FRIENDLY'S	KUWAIT / 30	1/31/99 - 42214	
BIG TWO-DO	USA / 29	6/28/00 - 76/079809	7/24/01 - 2471575
CANDY SHOPPE SUNDAE	USA / 30	12/3/91 - 74/227656	9/29/92 - 1720549
CAPPUCCINO DREAM	USA / 30	2/3/97 - 75/235520	4/6/99 - 2236405
CARAMEL FUDGE BLAST	USA / 30	7/9/98 - 75/516152	3/23/99 - 2234412
CHERRY CHOCO LANDSLIDE	USA / 30	2/3/97 - 75/235522	10/30/98 - 2200397
CHOCOLATE MALTED MEMORIES	USA / 30	2/3/97 - 75/235521	10/27/98 - 2200396
CONE HEAD SUNDAE	USA / 30	8/24/00 - 76/116950	
COOL CASH	USA / 16	6/28/00 - 76/079807	
CRUMB MADNESS	USA / 30	8/30/01 - 76/307223	
DOUBLE BERRY DELIGHT	USA / 30	2/3/97 - 75/235524	10/27/98 - 2200398
DOUBLE DELUXE SUNDAE	USA / 30	2/3/97 - 75/235523	11/3/98 - 2202074
FORBIDDEN CHOCOLATE	USA / 30	5/2/90 - 74/055140	5/21/91 - 1645426
FORBIDDEN CHOCOLATE EXPLOSION	USA / 30	6/28/00 - 76/079808	8/7/01 - 2475647
FRESH & FRIENDLY	USA / 42	2/9/95 - 74/631863	1/9/96 - 1946872
FRESH'N FRIENDLY	USA / 30, 42	5/1/81 - 308362	9/7/82 - 1207445
FRIEND-Z	USA / 30	9/20/99 - 75/804057	
FRIENDLY	USA / 29, 30, 32, 42	8/25/75 - 61201	4/5/77 - 1062852
FRIENDLY	USA / 30	9/29/82 - 394347	10/30/84 - 1302932
FRIENDLY	USA / 30	9/29/82 - 394348	10/30/84 - 1302933
FRIENDLY (SCRIPT)	USA / 42	2/28/75 - 45450	2/3/76 - 1032588
FRIENDLY FAMILY RESTAURANTS	USA / 42	8/2/78 - 73/183030	7/21/81 - 1162271
FRIENDLY (SCRIPT)	USA / 29, 30, 32	5/2/75 - 52896	3/29/77 - 1062350
FRIENDLY FRANK	USA / 29	4/7/75 - 48689	5/18/76 - 1039803
FRIENDLY ICE CREAM	USA / 29, 30, 32	5/22/75 - 53028	4/5/77 - 1062851
FRIENDLY ICE CREAM	USA / 29, 30, 32, 42	3/1/76 - 78801	3/29/77 - 1062354
FRIENDLY ICE CREAM WIZARD	USA / 42	9/29/82 - 392888	4/10/84 - 1273960
FRIENDLY'S	USA / 28	10/16/90 - 74/106499	7/28/92 - 1704309
FRIENDLY'S (BLOCK)	USA / 29, 30, 42	2/27/89 - 783128	5/22/90 - 1597640
FRIENDLY'S (SCRIPT)	USA / 29, 30, 42	2/27/89 - 783129	5/8/90 - 1595593
FRIENDLY'S BAKERY EXPRESS	USA / 42	2/18/97 - 75/245807	3/9/99 - 2231148

Schedule B-1

LEGAL\_US\_W # 69250987.1

**TRADEMARK**  
**REEL: 004637 FRAME: 0844**

Trademark	Country / Class	Appl. Date - Appl. No.	Reg. Date - Reg. No.
FRIENDLY'S BIG BEEF	USA / 29	8/23/74 - 30318	1/13/76 - 1030190
FRIENDLY'S CANDY SHOPPE SUNDAE	USA / 30	7/11/91 - 74/196174	9/29/92 - 1720530
FRIENDLYVILLE	USA / 42	7/2/82 - 372731	1/3/84 - 1 263283
FRIENDWICH	USA / 30	12/20/00 - 76/184855	
GOOD 'N GOOEY SUNDAE	USA / 30	8/24/00 - 76/116952	
JUBILEE ROLL	USA / 30	5/2/90 - 74/055525	4/23/91 - 1642197
LEAVE ROOM FOR THE ICE CREAM	USA / 42	1/25/00 - 75/903239	11/21/00 - 2406437
MONSTER MASH SUNDAE	USA / 30	8/24/00 - 76/116951	
PURELY PISTACHIO	USA / 30	1/24/94 - 74/482158	10/10/95 - 1925667
ROYAL RAZZ	USA / 32	8/30/01 - 76/307224	
SOFTY THE TEDDY BEAR	USA / 30	8/25/00 - 76/116833	
SUNDAE DRIVERS	USA / 35	2/18/97 - 75/245806	3/23/99 - 2234979
THE FRIENDLY WIZARD	USA / 42	9/29/82 - 392889	4/10/84 - 1273961
VIENNA MOCHA CHUNK	USA / 30	3/1/95 - 74/641310	4/30/96 - 1971123
CLAMBOAT	USA / 29	8/15/77 - 137580	6/20/78 - 1093903
CLAMBOAT	USA / 42	3/25/74 - 17021	5/6/75 - 1010077
CREAMY COW	USA / 30	9/29/82 - 394349	6/19/84 - 1282706
DUTCH FUDGE ROLL	USA / 30	6/7/84 - 483945	12/9/86 - 1420679
FISHAMAJIG	USA / 30	8/15/77 - 137579	8/22/78 - 1100306
FISHAMAJIG	USA / 42	5/3/74 - 20550	7/8/75 - 1015495
FRIBBLE	USA / 30	10/14/66 - 256443	2/27/68 - 845093
GREAT AWAKENINGS	USA / 42	9/29/82 - 394158	12/20/83 - 1262053
HAPPY ENDING	USA / 30	6/7/84 - 483946	7/2/85 - 1346611
WATTAMELON ROLL	USA / 30	9/29/82 - 394345	1/8/85 - 1313682
WIZARD DESIGN	USA / 42	9/29/82 - 73/392516	7/17/84 - 1286573
ORANGE CREME ROLL	USA / 30	6/02/00 - 76/061761	
DESSERT CENTER	USA / 30	6/02/00 - 76/061760	

## II. TRADEMARK LICENSES

Licensor	Licensee	Country	Effective Date	Expiration Date	Subject Matter
Leaf, Inc.	Friendly Ice Cream Corporation	USA	6/13/90	Perpetual	Friendly's Health Bar Sundae
Friendly Ice Cream Corporation	Friendly's International, Inc.	USA	7/18/95	Perpetual	Friendly's goods and services
Friendly Ice Cream Corporation	Friendly's Restaurants Franchise, Inc.	USA	5/24/96	Perpetual	Friendly's goods and services
Hershey's	Friendly Ice Cream Corporation	USA	1/14/93	Perpetual	sundae cups
Hershey's	Friendly Ice Cream Corporation	USA	1/28/94	Perpetual	sundae pint
Hershey's	Friendly Ice Cream Corporation	USA	9/02/88	Perpetual	non-Friendly marks
Friendly's Restaurants Franchises, Inc.	Various franchisees pursuant to Friendly's franchising program	N/A	N/A	N/A	Friendly's goods and services

## III. OTHER.

Such other trademarks as the Borrower owns or is licensed to use in the ordinary course of business

Schedule B-2

LEGAL\_US\_W # 69250987.1

RECORDED: 10/07/2011

TRADEMARK  
REEL: 004637 FRAME: 0845