

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
Friendly's IP, LLC		01/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Financing, Inc.		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
Name:	Bank of Montreal		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Canadian Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	2471575	BIG-TWO-DO	
Registration Number:	1720549	CANDY SHOPPE SUNDAE	
Registration Number:	2976029	CARB FABULOUS	
Registration Number:	1010077	CLAMBOAT	
Registration Number:	1093903	CLAMBOAT	
Registration Number:	2623028	DESSERT CENTER	
Registration Number:	1015495	FISHAMAJIG	
Registration Number:	1100306	FISHAMAJIG	

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Registration Number:	1645426	FORBIDDEN CHOCOLATE
Registration Number:	1302932	FRIENDLY
Registration Number:	1302933	FRIENDLY
Registration Number:	1062852	FRIENDLY
Registration Number:	1032588	FRIENDLY
Registration Number:	1062350	FRIENDLY
Registration Number:	1162271	FRIENDLY FAMILY RESTAURANTS
Registration Number:	1039803	FRIENDLY FRANK
Registration Number:	1062354	FRIENDLY ICE CREAM
Registration Number:	1704309	FRIENDLY'S
Registration Number:	1597640	FRIENDLY'S
Registration Number:	1030190	FRIENDLY'S BIG BEEF
Registration Number:	1720530	FRIENDLY'S CANDY SHOPPE SUNDAE
Registration Number:	1595593	FRIENDLY'S
Registration Number:	3698332	FRIENDLY'S
Registration Number:	2998509	FRIEND-Z
Registration Number:	1346611	HAPPY ENDING
Registration Number:	3269093	HAZEL 'N JOE
Registration Number:	3505162	HUNKA CHUNKA PB FUDGE
Registration Number:	1642197	JUBILEE ROLL
Registration Number:	2537925	MONSTER MASH SUNDAE
Registration Number:	2989284	NUTS OVER CARAMEL
Registration Number:	3881467	OH, THAT LOOKS GOOD
Registration Number:	3125276	ORANGE CREME ROLL
Registration Number:	3387950	PARTY ROLL
Registration Number:	1925667	PURELY PISTACHIO
Registration Number:	2617891	ROYAL RAZZ
Registration Number:	3038414	SUNDAES TO GO
Registration Number:	3966042	SUNDAEXTREME
Registration Number:	3795323	SUPERMELT
Registration Number:	3036762	TEAM XTREME
Registration Number:	1971123	VIENNA MOCHA CHUNK
Registration Number:	1313682	WATTAMELON ROLL
Registration Number:	3535240	WHERE ICE CREAM MAKES THE MEAL
Registration Number:	3108325	SMOOTH CHURNED

TRADEMARK

REEL: 004695 FRAME: 0188

	3243192	DUTCH FUDGE
Serial Number:	85444144	THE NUMERAL 5
Registration Number:	3106847	CARAMEL FUDGE NUT BLAST
Registration Number:	3090332	CHERRY CHOCO LANDSLIDE
Registration Number:	3348629	FRESH & FRIENDLY
Registration Number:	1072831	FRIBBLE

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	052731-0194
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	01/10/2012

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 9, 2012, is made by the entity listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BMO Harris Financing, Inc. as lender (the "Lender") and Bank of Montreal, as issuer of letters of credit (the "Issuer", and together with the Lender, the "Secured Party").

RECITALS

A. Pursuant to that certain Loan Authorization Agreement, and the Letter of Credit Rider attached thereto, each dated October 3, 2011, as amended by that certain First Amendment to Loan Authorization Agreement dated of even date herewith (as the same may be further amended, supplemented, and restated or otherwise modified from time to time, the "Loan Agreement"), by and among the Borrower and the Secured Party, the Secured Party has agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Grantor has agreed, pursuant to a Guaranty of even date herewith in favor of Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), to guarantee the Loans of Borrower.

C. Pursuant to that certain Pledge and Security Agreement, of even date herewith (the "Pledge and Security Agreement"), Grantor has granted to Secured Party a lien upon all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to continue to make financial accommodations under the Loan Agreement, each Grantor hereby agrees with Secured Party as follows:

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

Section 2. Grant of Security Interest in Intellectual Property 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 Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party, a Lien on all of its right, title and interest in, to and under the following collateral of such Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights and all Licenses providing for grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on **Schedule 1** hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents and all Licenses providing for grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on **Schedule 1** hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, 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;

(c) all of its Trademarks and all Licenses providing for grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule 1** hereto, together with all renewals and extensions thereof, and 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. Security Agreement. The lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the lien granted to Secured Party pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the lien granted pursuant to the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each 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 connection with their Intellectual Property Collateral and Licenses subject to a lien hereunder.

Section 5. Counterparts. This Intellectual Property 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.

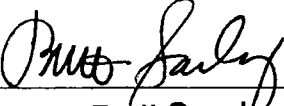
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[signature pages follow]

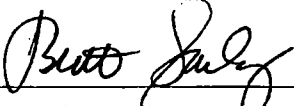
ACCEPTED AND AGREED
as of the date first above written:

Secured Party:

BMO HARRIS FINANCING, INC.

By: 
Name: Brett Sanchez
Title: Vice President

BANK OF MONTREAL


By: 
Name: Brett Sanchez
Title: Vice President

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

TRADEMARKS

Mark Name	Reg. No.	Country	Status/Action	Goods/Services
FRIENDLY	TMA214391	Canada	6/18/2021 (Renew)	42
FRIENDLY ICE CREAM	TMA174266	Canada	2/5/2016 (Renew)	30
FRIENDLY'S (Design)	TMA583618	Canada	6/12/2018 (Renew)	29, 30, 31, 42, 32, 28
FRIENDLY'S	TMA583585	Canada	6/11/2018 (Renew)	29, 30, 31, 42
FRIENDLY'S	287524	EU		
FRIENDLY'S	92 439657	France	10/22/2012 renewal	29, 30, 42
FRIENDLY'S	2060075	Germany	9/21/2012 renewal	29, 30, 42
FRIENDLY'S (Stylized)	1995B03363	Hong Kong	5/1/2013 renewal (confirm: reg. date was 5/1/1992)	42
FRIENDLY'S	163632	Ireland	8/17/2011 (Renewed)	30
FRIENDLY'S	253892	Sweden	12/10/2013	42
FRIENDLY'S	1576564	United Kingdom	06/27/2021	30
BIG-TWO-DO	2,471,575	USA	7/24/2021 (Renew)	29
CANDY SHOPPE SUNDAE	1,720,549	USA	9/29/2012 (Not used - To be abandoned)	30
CARAMEL FUDGE NUT BLAST	3,106,847	USA	6/20/2012 (File Affid of Use (expires 2016))	30
CARB FABULOUS	2976029	USA	(File Affid of Use (12/27/2011—pre- grace period)	30
CHERRY CHOCO LANDSLIDE	3,090,332	USA	5/9/2012 (Not used - To be abandoned)	30
CLAMBOAT	1,010,077	USA	5/6/2015 (Renew)	42
CLAMBOAT	1,093,903	USA	6/20/2018 (Renew)	29
DESSERT CENTER	2,623,028	USA	9/24/2012 (Renew)	30
FISHAMAJIG	1,015,495	USA	7/8/2015 (Renew)	42
FISHAMAJIG	1,100,306	USA	8/22/2018 (Renew)	30
FORBIDDEN CHOCOLATE	1,645,426	USA	5/21/2021 (Renew)	30

Mark Name	Reg. No.	Country	Status/Action	Goods/Services
FRESH & FRIENDLY	3,348,629	USA	12/4/2013 (File Affid of Use (expires 2017))	42
FRIBBLE	1,072,831	USA	9/6/2017 (Renew)	30
FRIENDLY	1,302,932	USA	10/30/2014 (Renew)	30
FRIENDLY	1,302,933	USA	10/30/2014 (Renew)	30
FRIENDLY	1,062,852	USA	4/5/2017 (Renew)	29, 30, 32, 42
FRIENDLY (SCRIPT)	1,032,588	USA	2/3/2016 (Renew)	42
FRIENDLY (SCRIPT)	1,062,350	USA	3/29/2017 (Renew)	29
FRIENDLY FAMILY RESTAURANTS	1,162,271	USA	7/31/2021 (Renew)	42
FRIENDLY FRANK	1,039,803	USA	5/18/2016 (Registration amended 5/2006)	29
FRIENDLY ICE CREAM	1,062,354	USA	3/29/2017 (Renew)	42
FRIENDLY'S	1,704,309	USA	7/28/2012 (Renew)	28
FRIENDLY'S (BLOCK)	1,597,640	USA	5/22/2020 (Renew)	29, 30, 42
FRIENDLY'S BIG BEEF	1,030,190	USA	1/13/2016 (Renew)	29
FRIENDLY'S CANDY SHOPPE SUNDAE	1,720,530	USA	9/29/2012 (Not used - To be abandoned)	30
FRIENDLY'S (SCRIPT)	1,595,593	USA	5/8/2020 (Renew)	29, 30, 42
FRIENDLY'S BUILDING (CARTOON IMAGE)—	3,698,332	USA	10/20/2015 (File Affid of Use (expires 2019))	30, 43
FRIEND-Z	2,998,509	USA	9/20/2015 (Renew)	30
HAPPY ENDING	1,346,611	USA	7/2/2015 (Renew)	30
HAZEL 'N JOE	3,269,093	USA	7/24/2013 (File Affid of Use (expires 2017))	30
 High Five Design	-	USA	Appl. Serial No. 85/444,144	43
HUNKA CHUNKA PB FUDGE	3,502,162	USA	9/23/2014 (File Affid of Use (expires 2018))	30
JUBILEE ROLL	1,642,197	USA	4/23/2021 (Renew)	30

Mark Name	Reg. No.	Country	Status/Action	Goods/Services
MONSTER MASH SUNDAE	2,537,925	USA	Filed renewal application 12/7/2011	30
NUTS OVER CARAMEL	2,989,284	USA	8/30/2015 (Renew)	30
OH, THAT LOOKS GOOD	3,881,467	USA	11/23/2016 (File Affid of Use (expires 2020))	43
ORANGE CRÈME ROLL	3,125,276	USA	8/8/2012 (File Affid of Use (expires 2016))	30
PARTY ROLL	3,387,950	USA	2/26/2014 (File Affid of Use (expires 2018))	30
PURELY PISTACHIO	1,925,667	USA	10/10/2015 (Renew)	30
ROYAL RAZZ	2,617,891	USA	9/10/2012 (Renew)	32
SUNDAES TO GO	3,038,414	USA	1/3/2016 (Filed Affid of Use 12/7/11)	30
SUNDAE XTREME (block letters)	3,966,042	USA	5/24/2017 (File Affid of Use (expires 2016))	30
SUPERMELT	3,795,323	USA	5/25/2016 (File Affid of Use (expires 2020))	30
TEAM XTREME	3036762	USA	(File Affid of Use (12/27/2011—pre- grace period)	30
VIENNA MOCHA CHUNK	1,971,123	USA	4/30/2016 (Renew)	30
WATTAMELON ROLL	1,313,682	USA	1/8/2015 (Renew)	30
WHERE ICE CREAM MAKES THE MEAL	3,535,240	USA	11/18/2014 (File Affid of Use (expires 2018))	42
SMOOTH CHURNED	3,108,325	USA (Supplemental Reg.)	6/20/2012 (File Affid of Use (expires 2016))	30, 46
DUTCH FUDGE	3,243,192	USA (Supplemental Reg.)	5/15/2013 (File Affid of Use (expires 2017))	30

State Registrations

Mark	State	Reg. No.	Registration Date	State Class(es)	Record Owner
CHILLI MASALA TASTE OF INDIA	MICHIGAN	M08740	06-OCT-2006	100	FRIENDLY RESTAURANT MANAGEMENT L.L.C.
FRESH 'N FRIENDLY	OHIO	9345	08-JUL-1981		FRIENDLY ICE CREAM CORP
FRESH 'N FRIENDLY	OHIO	9346	08-JUL-1981		FRIENDLY ICE CREAM CORP
FRESH 'N FRIENDLY	OHIO	4135	08-JUL-1981		FRIENDLY ICE CREAM CORP
FRESH 'N FRIENDLY	OHIO	4136	08-JUL-1981		FRIENDLY ICE CREAM CORP
FRIENDLY FAMILY RESTAURANTS	OHIO	3554	20-MAR-1980		FRIENDLY ICE CREAM CORP
FRIENDLY RESTAURANTS	OHIO	3555	20-MAR-1980		FRIENDLY RESTAURANTS CORP
FRIENDLY	NEW HAMPSHIRE		29-JUN-1977	46	FRIENDLY ICE CREAM CORPORATION
FRIENDLY	NEW HAMPSHIRE		29-JUN-1977	100	FRIENDLY ICE CREAM CORPORATION
FRIENDLY	NEW HAMPSHIRE		29-JUN-1977	46	FRIENDLY ICE CREAM CORPORATION
FRIENDLY FINE FOOD & ICE CREAM	NEW HAMPSHIRE		29-JUN-1977	100	FRIENDLY ICE CREAM CORPORATION
CLAMBOAT	OHIO	1980	30-JUL-1974		FRIENDLY ICE CREAM CORP
SHERBETS THREE	OHIO	6828	13-MAR-1973		FRIENDLY ICE CREAM CORP
BIG BEEF	DELAWARE	197165819	18-MAY-1971	29	FRIENDLY ICE CREAM CORPORATION

BIG BEEF	VERMONT	4447	05-MAY-1971	46	FRIENDLY ICE CREAM CORPORATION
BIG BEEF	NEW YORK	R11853	22-JAN-1969	46	FRIENDLY ICE CREAM CORPORATION
BIG BEEF	NEW HAMPSHIRE		18-OCT-1965		FRIENDLY ICE CREAM CORPORATION
FISHAMAJIG	OHIO	7147			FRIENDLY ICE CREAM CORP
FRIENDLY ICE CREAM	OHIO	7148			FRIENDLY ICE CREAM CORP
FRIBBLE	OHIO	7149			FRIENDLY ICE CREAM CORP
FRIENDLY'S BIG BEEF	OHIO	7150			FRIENDLY ICE CREAM CORP
FRIENDLY'S BIG BEEF	NEW JERSEY	311			FRIENDLY ICE CREAM CORP
CLAMBOAT	NEW JERSEY	63			FRIENDLY ICE CREAM CORP
FRIENDLY	OHIO	8044			FRIENDLY ICE CREAM CORP
FRIENDLY	NEW JERSEY	16365			FRIENDLY ICE CREAM CORP
FRIENDLY ICE CREAM	OHIO	2046			FRIENDLY ICE CREAM CORP
FRIENDLY FINE FOOD & ICE CREAM	OHIO	2159			FRIENDLY ICE CREAM CORP
FRIENDLY ICE CREAM	NEW JERSEY	298			FRIENDLY ICE CREAM CORP
FRIENDLY	OHIO	2775			FRIENDLY ICE CREAM CORP
FRIENDLY	OHIO	2756			FRIENDLY ICE CREAM CORP

Copyrights

Copyright	Registration Number	Filing/Registration Date
You're in for a nice surprise.	PA0000047389/1978-11-28	1978-05-15