

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Pledged Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, Inc.	FORMERLY Wells Fargo Foothill, Inc.	01/19/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Friendly Ice Cream Corporation
Street Address:	1855 Boston Road
City:	Wilbraham
State/Country:	MASSACHUSETTS
Postal Code:	01095
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 74		
Property Type	Number	Word Mark
Serial Number:	76079809	BIG-TWO-DO
Serial Number:	74227656	CANDY SHOPPE SUNDAE
Serial Number:	75235520	CAPPUCCINO DREAM
Serial Number:	75516152	CARAMEL FUDGE BLAST
Serial Number:	75235522	CHERRY CHOCO LANDSLIDE
Serial Number:	75235521	CHOCOLATE MALTED MEMORIES
Serial Number:	76116950	CONE HEAD SUNDAE
Serial Number:	76079807	COOL CASH
Serial Number:	76307223	CRUMB MADNESS
Serial Number:	75235524	DOUBLE BERRY DELIGHT
Serial Number:	75235523	DOUBLE DELUXE SUNDAE
Serial Number:	74055140	FORBIDDEN CHOCOLATE
Serial Number:	76079808	FORBIDDEN CHOCOLATE EXPLOSION
Serial Number:	74631863	FRESH & FRIENDLY

CH \$1865.00 76079809

TRADEMARK

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
Serial Number:	75245806	SUNDAE DRIVERS
Registration Number:	1273961	THE FRIENDLY WIZARD
Serial Number:	74641310	VIENNA MOCHA CHUNK
Registration Number:	1093903	CLAMBOAT
Registration Number:	1010077	CLAMBOAT
Registration Number:	1282706	CREAMY COW
Registration Number:	1420679	DUTCH FUDGE ROLL
Registration Number:	1100306	FISHAMAJIG

	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
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
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: (202)739-3001

Phone: 2027395866

Email: fgordon@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: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:

Felicia D. Gordon

Signature:

TRADEMARK
REEL: 004718 FRAME: 0579

/Felicia D. Gordon/

Date:

02/17/2012

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN PLEDGED TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN PLEDGED TRADEMARKS** (this “Release”) is made as of January 9, 2012 (the “Effective Date”), by **WELLS FARGO CAPITAL FINANCE, INC.**, a California corporation (formerly known as Wells Fargo Foothill, Inc.) (“WFCF”), in its capacity as the administrative agent for the below-defined Pre-Petition Lenders (in such capacity, together with its successors and assigns in such capacity, “Pre-Petition Agent”) and WFCF in its capacity as the administrative agent for the below-defined DIP Lenders (in such capacity, together with its successors and assigns in such capacity, “DIP Agent”), in favor of **FRIENDLY ICE CREAM CORPORATION**, a Massachusetts corporation (“Grantor”).

WHEREAS, reference is made to that certain Revolving Credit Agreement, dated as of December 17, 2001 (as amended or modified from time to time prior to the date hereof, the “Original Credit Agreement”), by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a “Pre-Petition Lender” and collectively as the “Pre-Petition Lenders”), Pre-Petition Agent (as assignee from Bank of America, N.A., as successor by merger to Fleet National Bank), and Grantor;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Collateral Assignment, dated as of December 17, 2001 (as amended, restated, supplemented, or otherwise modified from time to time, the “Pre-Petition Trademark Collateral Assignment”), by and between Grantor and Pre-Petition Agent (as assignee from Bank of America, N.A., as successor by merger to Fleet National Bank), Grantor granted to Pre-Petition Agent a security interest in all of Grantor’s right, title and interest in and to the Pledged Trademarks (as such term is defined in the Pre-Petition Trademark Collateral Assignment) (the “Pre-Petition Pledged Trademarks”);

WHEREAS, the Pre-Petition Trademark Collateral Assignment was recorded with the United States Patent and Trademark Office;

WHEREAS, pursuant to the terms and conditions of that certain Amendment Number One to Trademark Collateral Assignment, dated as of September 1, 2011 (the “Pre-Petition Amendment”), by and between Grantor and Pre-Petition Agent, Grantor granted to Pre-Petition Agent a security interest in all of Grantor’s right, title and interest in and to the Additional Pledged Trademarks (as such term is defined in the Pre-Petition Amendment) (the “Additional Pre-Petition Pledged Trademarks”), which became part of the Pledged Trademarks referred to in the Pre-Petition Trademark Collateral Assignment pursuant to the terms of the Pre-Petition Amendment;

WHEREAS, the Pre-Petition Amendment was recorded with the United States Patent and Trademark Office on October 2, 2011, at Reel 004634, Frame 0370; and

WHEREAS, reference is made to Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of October 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a “DIP Lender” and collectively as the “DIP Lenders”), DIP Agent, and Grantor;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Collateral Assignment, dated as of October 6, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the “DIP Trademark Collateral Assignment”), by and between Grantor and DIP Agent,

Grantor granted to DIP Agent a security interest in all of Grantor's right, title and interest in and to the Pledged Trademarks (as such term is defined in the DIP Trademark Collateral Assignment) (the "DIP Pledged Trademarks"; and, together with the Pre-Petition Pledged Trademarks and the Additional Pre-Petition Pledged Trademarks, the "Pledged Trademarks");

WHEREAS, Pre-Petition Agent and DIP Agent have consented to release their respective security interests in the Pledged Trademarks, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pre-Petition Agent and DIP Agent hereby covenant and agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

2. Each of Pre-Petition Agent's Lien and DIP Agent's Lien in the Pledged Trademarks granted pursuant to any Pre-Petition Loan Document or Loan Document is hereby terminated and released without representation or warranty of any kind or nature.

3. To the extent Pre-Petition Agent or DIP Agent retains any interest in the Pledged Trademarks, Pre-Petition Agent or DIP Agent, as applicable, hereby assigns, transfers and conveys to Grantor, without representation or warranty of any kind or nature, all of its right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to the Pledged Trademarks.

4. Pre-Petition Agent and DIP Agent hereby agree to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release at Grantor's sole cost and expense.

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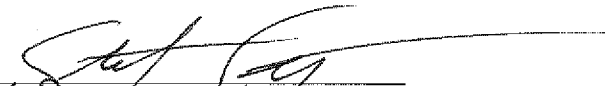
IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representative as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, INC.,
a California Corporation, formerly known as Wells
Fargo Foothill, Inc, as Pre-Petition Agent and DIP
Agent

By: _____

Name: _____

Title: _____


Stefan Sigurdson
Vice President

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN PLEDGED TRADEMARKS]

TRADEMARK
REEL: 004718 FRAME: 0583

SCHEDULE 1

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

Trademark	Country / Class	Appl. Date - Appl. No.	Reg. Date - Reg. No.
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
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	
OH, THAT LOOKS GOOD	USA		1/5/10 - 3881467
HUNKA CHUNKA PB FUDGE	USA		3/12/08 - 3505162
CARAMEL FUDGE NUT BLAST	USA		7/14/05 - 3106847
SUNDAES TO GO	USA		4/22/04 - 3038414
NUTS OVER CARAMEL	USA		4/26/04 - 2989284
HAZEL 'N JOE	USA		6/8/04 - 3269093
CHERRY CHOCO LANDSLIDE	USA		6/3/05 - 3090332
SMOOTH CHURNED	USA		5/17/05 - 3108325
PARTY ROLL	USA		4/18/07 - 3387950
DUTCH FUDGE	USA		8/28/06 - 3243192
CARB FABULOUS	USA		4/26/04 - 2976029
SUPERMELT	USA		12/22/09 - 3795323
TEAM XTREME	USA		4/29/04 - 3036762
FRIBBLE	USA		1/19/77 - 1072831
FRESH & FRIENDLY	USA		8/28/06 - 3348629
WHERE ICE CREAM MAKES THE MEAL	USA		1/30/08 - 3535240
FRIENDLY'S	USA		3/26/09 - 3698332

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