

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Friendly's IP, LLC		04/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	299 Park Avenue		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	2471575	BIG-TWO-DO	
Registration Number:	1720549	CANDY SHOPPE SUNDAE	
Registration Number:	3106847	CARAMEL FUDGE NUT BLAST	
Registration Number:	2976029	CARB FABULOUS	
Registration Number:	3090332	CHERRY CHOCO LANDSLIDE	
Registration Number:	1010077	CLAMBOAT	
Registration Number:	1093903	CLAMBOAT	
Registration Number:	2623028	DESSERT CENTER	
Registration Number:	1015495	FISHAMAJIG	
Registration Number:	1100306	FISHAMAJIG	
Registration Number:	1645426	FORBIDDEN CHOCOLATE	
Registration Number:	3348629	FRESH & FRIENDLY	
Registration Number:	1072831	FRIBBLE	

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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
Serial Number:	85444144	THE NUMERAL 5
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

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DUTCH FUDGE

CORRESPONDENCE DATA

Fax Number: 2125935955

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

014951-1302

NAME OF SUBMITTER:

Scott Kareff (014951-1302)

Signature:

/Scott Kareff/

Date:

04/24/2012

Total Attachments: 7

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 24, 2012, by Friendly's IP, LLC ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successor and assigns in such capacity, the "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 24, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

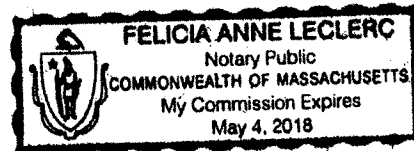
FRIENDLY'S IP, LLC

By: RSawyer
Name: Robert K. Sawyer, Jr.
Title: Secretary

STATE OF Massachusetts
COUNTY OF Hampden SS.:

On this 19th day of April, 2012, before me personally came Robert K. Sawyer, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Secretary of Friendly's IP, LLC, a Delaware limited liability company, and that s/he executed the foregoing instrument in the firm name of Friendly's IP, LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Felicia Anne Leclerc
[NOTARY SEAL]



Trademark Security Agreement

TRADEMARK
REEL: 004763 FRAME: 0088

SCHEDULE A- TRADEMARKS

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
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
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 ^X TREME (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

Mark	State	Reg. No.	Registration Date	State Class(es)
FRESH 'N FRIENDLY	OHIO	9345	08-JUL-1981	
FRESH 'N FRIENDLY	OHIO	9346	08-JUL-1981	
FRESH 'N FRIENDLY	OHIO	4135	08-JUL-1981	
FRESH 'N FRIENDLY	OHIO	4136	08-JUL-1981	
FRIENDLY FAMILY RESTAURANTS	OHIO	3554	20-MAR-1980	
FRIENDLY RESTAURANTS	OHIO	3555	20-MAR-1980	
FRIENDLY	NEW HAMPSHIRE		29-JUN-1977	46
FRIENDLY	NEW HAMPSHIRE		29-JUN-1977	100
FRIENDLY	NEW HAMPSHIRE		29-JUN-1977	46
FRIENDLY FINE FOOD & ICE CREAM	NEW HAMPSHIRE		29-JUN-1977	100
CLAMBOAT	OHIO	1980	30-JUL-1974	
SHERBETS THREE	OHIO	6828	13-MAR-1973	

BIG BEEF	DELAWARE	197165819	18-MAY-1971	29
BIG BEEF	VERMONT	4447	05-MAY-1971	46
BIG BEEF	NEW YORK	R11853	22-JAN-1969	46
BIG BEEF	NEW HAMPSHIRE		18-OCT-1965	
FISHAMAJIG	OHIO	7147		
FRIENDLY ICE CREAM	OHIO	7148		
FRIBBLE	OHIO	7149		
FRIENDLY'S BIG BEEF	OHIO	7150		
FRIENDLY'S BIG BEEF	NEW JERSEY	311		
CLAMBOAT	NEW JERSEY	63		
FRIENDLY	OHIO	8044		
FRIENDLY	NEW JERSEY	16365		
FRIENDLY ICE CREAM	OHIO	2046		
FRIENDLY FINE FOOD & ICE CREAM	OHIO	2159		
FRIENDLY ICE CREAM	NEW JERSEY	298		
FRIENDLY	OHIO	2775		
FRIENDLY	OHIO	2756		