

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507671

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIC Restaurants, Inc.		01/28/2019	Corporation: MASSACHUSETTS
FIC Holdings, LLC		01/28/2019	Limited Liability Company: DELAWARE
Friendly's Franchising, LLC		01/28/2019	Limited Liability Company: DELAWARE
Friendly's Restaurants, LLC		01/28/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sun Ice Cream Finance II, LP		
<b>Street Address:</b>	5200 Town Center Circle, Suite 600		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33486		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2471575	BIG-TWO-DO	
<b>Registration Number:</b>	1093903	CLAMBOAT	
<b>Registration Number:</b>	1100306	FISHAMAJIG	
<b>Registration Number:</b>	1072831	FRIBBLE	
<b>Registration Number:</b>	3269093	HAZEL 'N JOE	
<b>Registration Number:</b>	1346611	HAPPY ENDING	
<b>Registration Number:</b>	3505162	HUNKA CHUNKA PB FUDGE	
<b>Registration Number:</b>	2537925	MONSTER MASH SUNDAE	
<b>Registration Number:</b>	3881467	OH, THAT LOOKS GOOD	
<b>Registration Number:</b>	2617891	ROYAL RAZZ	
<b>Registration Number:</b>	3795323	SUPERMELT	
<b>Registration Number:</b>	3535240	WHERE ICE CREAM MAKES THE MEAL	
<b>Serial Number:</b>	87000280	SUPERMELT	

CH \$340.00 2471575

**CORRESPONDENCE DATA****Fax Number:** 6173417701*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 617-951-8132**Email:** linda.salera@morganlewis.com**Correspondent Name:** Linda A. Salera, Senior Paralegal**Address Line 1:** One Federal Street**Address Line 2:** c/o Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
<b>SIGNATURE:</b>	/Linda A. Salera/
<b>DATE SIGNED:</b>	01/29/2019

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 28, 2019, is made by each of FIC Restaurants, Inc., a Massachusetts corporation (the "Borrower"), FIC Holdings, LLC, a Delaware limited liability company ("Holdings"), Friendly's Franchising, LLC, a Delaware limited liability company ("Franchising"), and Friendly's Restaurants, LLC, a Delaware limited liability company ("Restaurants" and, together with Franchising, each a "Subsidiary" and collectively the "Subsidiaries" and, together with the Borrower, Holdings, and Franchising, each, a "Grantor" and collectively, the "Grantors"), in favor of Sun Ice Cream Finance II, LP, a Delaware limited partnership, as lender (together with its successors and assigns, the "Secured Party").

### RECITALS

A. Pursuant to that certain Loan Agreement, dated as of the date hereof (as the same may be amended, supplemented, and restated or otherwise modified from time to time, the "Loan Agreement"), by and between 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. Each of the Subsidiaries and Holdings 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"), each 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. Each 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 the 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 the 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 the 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 each 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. Grantors Remain 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 New York.

**[signature pages follow]**

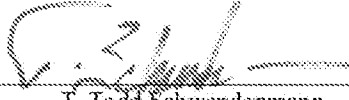
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


FIC RESTAURANTS, INC.  
a Massachusetts corporation

By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer


FIC HOLDINGS, LLC  
a Delaware limited liability company

By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer

FRIENDLY'S FRANCHISING, LLC  
a Delaware limited liability company

By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer

FRIENDLY'S RESTAURANTS, LLC  
a Delaware limited liability company

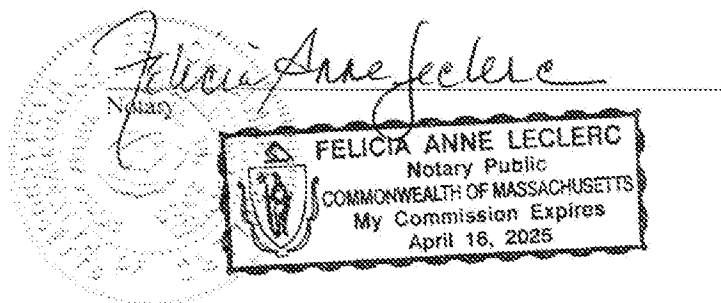
By:   
Name: T. Todd Schwendenmann  
Title: Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement]*

STATE OF *Massachusetts* }  
 } ss:  
COUNTY OF *Hampden* }

Before me, the undersigned, a Notary Public of the State of Massachusetts, personally appeared T. Todd Schwendenmann, having been sworn by me according to law did depose and say he was the Chief Financial Officer of Grantors and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this 25<sup>th</sup> day of January, 2019



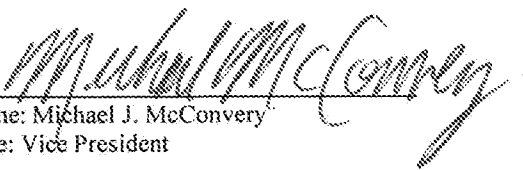
*[Notarization Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006543 FRAME: 0597**

ACCEPTED AND AGREED  
as of the date first above written:

Secured Party:

**SUN ICE CREAM FINANCE II, LP**  
By: Sun Holdings V, LLC  
Its: General Partner

By:   
Name: Michael J. McConvery  
Title: Vice President

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006543 FRAME: 0598**

SCHEDULE I TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Country	Mark	Filing/Reg. Date	Appl./Reg. No.	Owner
USA	BIG-TWO-DO	Filing Date 6/28/200 Reg. Date 7/24/2001	Serial No. 76/079,809 Reg. No. 2,471,575	FIC Restaurants, Inc.
USA	CLAMBOAT	Filing Date 8/15/1977 Reg. Date 6/20/1978	Serial No. 73/137,580 Reg. No. 1,093,903	FIC Restaurants, Inc.
USA	FISHAMAJIG	Filing Date 8/15/1977 Reg. Date 8/22/1978	Serial No. 73/137,579 Reg. No. 1,100,306	FIC Restaurants, Inc.
USA	FRIBBLE	Filing Date 1/19/1977 Reg. Date 9/6/1977	Serial No. 73/113,074 Reg. No. 1,072,831	FIC Restaurants, Inc.
USA	HAZEL 'N JOE	Filing Date 8/8/2004 Reg. Date 7/24/2007	Serial No. 78/431,771 Reg. No. 3,269,093	FIC Restaurants, Inc.
USA	HAPPY ENDING	Filing Date 8/7/1984 Reg. Date 7/2/1985	Serial No. 73/483,946 Reg. No. 1,346,611	FIC Restaurants, Inc.
USA	HUNKA CHUNKA PB FUDGE	Filing Date 3/12/2008 Reg. Date 9/23/2008	Serial No. 77/419,481 Reg. No. 3,505,162	FIC Restaurants, Inc.
USA	MONSTER MASH SUNDAE	Filing Date 8/24/2000 Reg. Date 2/12/2002	Serial No. 76/116,951 Reg. No. 2,537,925	FIC Restaurants, Inc.
USA	OH THAT LOOKS GOOD	Filing Date 1/5/2010 Reg. Date 11/23/2010	Serial No. 77/904,884 Reg. No. 3,881,467	FIC Restaurants, Inc.
USA	ROYAL RAZZ	Filing Date 8/30/2001 Reg. Date 9/10/2002	Serial No. 76/307,224 Reg. No. 2,617,891	FIC Restaurants, Inc.
USA	SUPERMELT	Filing Date 12/22/2009 Reg. Date 5/25/2010	Serial No. 77/898,820 Reg. No. 3,795,323	FIC Restaurants, Inc.
USA	WHERE ICE CREAM MAKES THE MEAL	Filing Date 1/30/2008 Reg. Date 11/18/2008	Serial No. 77/383,831 Reg. No. 3,535,240	FIC Restaurants, Inc.
USA	SUPERMELT	Filing Date 4/14/2016	Serial No. 87/000,280	FIC Restaurants, Inc.