

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

10/12/2009
 900145141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Home-Grown Industries of Georgia, Inc.		09/25/2009	CORPORATION: Georgia
Home-Grown Industries of America, Inc.		09/25/2009	CORPORATION: Georgia
Home-Grown Industries of the Southeast, Inc.		09/25/2009	CORPORATION: Georgia
Home-Grown Industries of the Southwest, Inc.		09/25/2009	CORPORATION: Georgia
Home-Grown Industries of Alabama, Inc.		09/25/2009	CORPORATION: Alabama
Home-Grown Industries of Florida, Inc.		09/25/2009	CORPORATION: Florida
Home-Grown Industries of Texas, Inc.		09/25/2009	CORPORATION: Texas
HGI Marketing, Inc.		09/25/2009	CORPORATION: Colorado

RECEIVING PARTY DATA

Name:	GE Capital Commercial Inc.
Street Address:	8377 Hartford Drive
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: Delaware

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1469516	THE MELLOW MUSHROOM
Registration Number:	1858109	M2=PIE
Registration Number:	1862125	M ² =
Registration Number:	1919024	M2=PIZZA PIE

OP \$240.00 1469516

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET

Registration Number:	3295257	SHROOM UNIVERSITY
Registration Number:	3493843	EAT MY CRUST
Registration Number:	3569705	MELLOW MUSHROOM
Registration Number:	3570040	
Serial Number:	77589212	ESPERANZA

CORRESPONDENCE DATA

Fax Number: (402)346-1148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 402-346-6000
 Email: patrick.stephenson@kutakrock.com
 Correspondent Name: Patrick C. Stephenson
 Address Line 1: 1650 Farnam Street
 Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Patrick C. Stephenson
Signature:	/Patrick C. Stephenson/
Date:	10/12/2009

Total Attachments: 12
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TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as it may be amended, restated, supplemented, extended or renewed from time to time, the "Agreement") is made as of September 25, 2009, by HOME-GROWN INDUSTRIES OF GEORGIA, INC., a Georgia corporation, HOME-GROWN INDUSTRIES OF AMERICA, INC., a Georgia corporation, HOME-GROWN INDUSTRIES OF THE SOUTHEAST, INC., a Georgia corporation, HOME-GROWN INDUSTRIES OF THE SOUTHWEST, INC., a Georgia corporation, HOME-GROWN INDUSTRIES OF ALABAMA, INC., an Alabama corporation, HOME-GROWN INDUSTRIES OF FLORIDA, INC., a Florida corporation, HOME-GROWN INDUSTRIES OF TEXAS, INC., a Texas corporation, and HGI MARKETING, INC., a Colorado corporation (individually and collectively, "Debtor"), for the benefit of GE CAPITAL COMMERCIAL INC., a Delaware corporation (the "Lender").

RECITALS:

A. Lender has agreed to make a term loan and a revolving credit loan to Home-Grown Industries of Georgia, Inc., a Georgia corporation (also referred to as, the "Borrower"), in the aggregate amount of \$25,000,000.00 (the "Loans") in accordance with the terms of a Credit Agreement, dated the same date as this Agreement, between Lender and Debtor (as the same may be amended, restated, supplemented, extended or renewed from time to time, the "Loan Agreement"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Loan Agreement.

B. It is a condition precedent to Lender making the Loans that Debtor execute and deliver this Agreement to Lender granting Lender a first priority lien on the UCC Collateral.

AGREEMENT:

For valuable consideration, Debtor represents and warrants to Lender and covenants and agrees for the benefit of Lender as follows:

1. Grant of Security Interest: the UCC Collateral. Debtor grants to Lender a security interest in all of the following described property, whether now owned or hereafter acquired and wherever located, together with all replacements and substitutions therefor and all cash and non-cash proceeds (including insurance proceeds and any title and UCC insurance proceeds) and products thereof, and, in the case of tangible UCC Collateral, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, excluding, however, any and all "consumer goods," as defined in the UCC: All of Debtor's right, title, and interest in: (a) all types of property included within the term "equipment" as defined by the UCC (except vehicles, boats and airplanes), including machinery, furniture, appliances, trade fixtures, tools, and office and record keeping equipment; (b) all inventory, including all goods held for sale, raw materials, work in process and materials or supplies used or consumed in Debtor's business; (c) all documents; general intangibles, including Intellectual Property; accounts; contract rights; chattel paper and instruments; money; securities; investment properties; deposit accounts; supporting obligations; letters of credit and letter of credit rights; commercial tort claims; and records, software and information contained in computer media (such as data bases, source and object codes and information therein), together with any equipment and software to create, utilize, maintain or process any such records or data on electronic media; (d) any and all plans and specifications, designs, drawings and other matters prepared for any construction on any real property owned by or leased to Debtor or regarding any improvements to any of such real property; and (f) goodwill (collectively, the "UCC Collateral"). The UCC Collateral is a part of the Collateral.

2. Obligations Secured. This security interest is given to secure the payment and performance of the Obligations, including all indebtedness under the Notes.

3. Use: Ownership. Debtor will (a) keep all of the tangible UCC Collateral at the Sites; (b) use the UCC Collateral only in its trade or business; (c) maintain all of the tangible UCC Collateral in good operating order

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and repair, normal wear and tear excepted; (d) use and maintain the UCC Collateral only in compliance with manufacturers' recommendations and all Requirements of Law; (e) keep all of the UCC Collateral free and clear of any and all Liens, other than those in favor of Lender or Permitted Exceptions; and (f) not sell, lease, mortgage, hypothecate, license, grant a security interest in or otherwise transfer or encumber any of the UCC Collateral (a "Transfer") except for (1) sales of inventory in the ordinary course of business, (2) granting of non-exclusive licenses of Intellectual Property in the ordinary course of business and made to a Person that is not an Affiliate of Debtor, and (3) so long as no Default has occurred and is continuing, sales or other dispositions of Intellectual Property that is no longer in use and is obsolete and obsolescent items of equipment consistent with past practices, so long as such items of obsolete equipment are replaced by items of equal or greater value and utility, in each case to the extent entered into in the ordinary course of business and made to a Person that is not an Affiliate of Debtor. Except as provided in the preceding sentence, Debtor will not part with possession of any of the UCC Collateral (except to Lender or for maintenance and repair).

4. Intellectual Property Collateral. As of the Closing Date, all Intellectual Property owned or used by Debtor is listed, together with application or registration numbers, where applicable, in the attached *Schedule I*. Debtor owns or has all appropriate IP Licenses relating to all Intellectual Property necessary to conduct its business as currently conducted except for such Intellectual Property the failure of which to own or license would not reasonably be expected to have a Material Adverse Effect. To the knowledge of Debtor, (a) the conduct and operations of the businesses of Debtor does not infringe or misappropriate or otherwise impair any Intellectual Property owned by any other Person and (b) no other Person has contested any right, title or interest of Debtor in, or relating to, any Intellectual Property. Debtor hereby grants to Lender an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by Debtor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate upon repayment of all of the Obligations. Debtor will promptly patent or register, as the case may be, all new Intellectual Property and notify Lender in writing 5 Business Days prior to filing any such new patent or registration. Debtor covenants to maintain the patenting and registration of all Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or other appropriate Governmental Authority.

5. Franchise Agreements.

(a) Representations and Warranties. Debtor represents and warrants to Lender that as of the date hereof: Debtor has delivered to Lender a certified true, correct and complete copy of the form of Franchise Agreement presently used by Debtor; each of the Franchise Agreements is on Debtor's standard form of franchise or license agreement, in effect as of the date hereof, without any material changes to such form; each Franchise Agreement is the only agreement between Debtor and any Franchisee with respect to the subject matter of such Franchise Agreement; each of the Franchise Agreements is valid, binding, in full force and effect and enforceable in accordance with its terms against the parties thereto; Debtor has not received any notice that any party to any Franchise Agreement has made any assignment, pledge or hypothecation of all or any part of its rights or interests thereto; Debtor has not received any notice of default from any party to any Franchise Agreement which has not been cured or given any notice of default to any party to any Franchise Agreement which has not been cured; and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, would constitute a breach or default by Debtor or, to Debtor's knowledge, any other party under any of the Franchise Agreements that would result in a Material Adverse Effect.

(b) Covenants. Debtor shall have the right to enter into Franchise Agreements after the date of this Agreement provided that each such Franchise Agreement (i) is on Debtor's standard form of franchise or license agreement, which shall not be modified in any material respect without Lender's prior written consent, (ii) is subject to the lien of this Agreement, and (iii) is entered into in the ordinary course of Debtor's business conducted in substantially the same manner as Debtor's business is being conducted by Debtor as of the date of this Agreement. At the time Debtor delivers its annual financial statements to Lender as contemplated by the Loan Agreement, Debtor shall deliver to Lender an annual statement certified by Debtor as being true, correct and complete in all

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material respects, which statement sets forth in detail as to each Franchise Agreement the legal name, trade name, and address of the franchisees and/or licensees under the Franchise Agreements and all other relevant information requested by Lender. Debtor shall comply with all of its material obligations under each Franchise Agreement, and shall use its best efforts to cause each Franchisee to comply with all of its obligations under the Franchise Agreements to which it is a party. Debtor shall appear in and defend any action challenging the validity or enforceability of any Franchise Agreement, except for such actions which, individually or in the aggregate, have not had and could not reasonably be expected to result in a Material Adverse Effect. Debtor shall give prompt notice to Lender of any notice of default under any Franchise Agreement given to or by Debtor which were not cured by Franchisee within 30 days after the receipt of such notice of default, together with a complete copy or statement of any information submitted or referenced in support of such notice of default. Debtor shall not do or permit any of the following actions: (i) waive or release any Franchisee from the observance or performance of any monetary obligation to be performed under the terms of the Franchise Agreement to which the Franchisee is a party or liability on account of any material representation or warranty given thereunder, without the prior written consent of Lender, (ii) amend, supplement or terminate any Franchise Agreement, without the prior written consent of Lender, or (iii) encumber or grant a lien on or security interest in any Franchise Agreement.

(c) Additional Remedies. In addition to the remedies set forth in the Loan Agreement, upon the occurrence and during the continuance of an Event of Default Lender shall have the right to notify the Franchisees of the occurrence of such Event of Default, and to direct the Franchisees to remit all payments, revenues, profits, income, royalties, finder's fees, and deferred sales fees payable to Debtor under the Franchise Agreements (the "Royalty Income"), whether or not the foregoing are evidenced by any promissory note or other separate instrument, to such account as Lender may designate in such notice. Simultaneously with the execution and delivery of this Agreement, Lender and Debtor are executing a notice to be addressed to each Franchisee substantially in the form attached hereto as Exhibit A (the "Franchisee Notice"), which Franchisee Notice directs the Franchisee to remit all Royalty Income to such account as Lender may designate in the Franchisee Notice. Lender shall hold the Franchisee Notices in escrow and shall be authorized to send the Franchisee Notices to the Franchisees upon an Event of Default. Lender is authorized to insert in such Franchisee Notice a description of the account into which the Royalty Income is to be remitted (which account description may be changed by Lender from time to time by delivery of a notice to the Franchisees).

6. Representations and Warranties. To induce Lender to enter into the Loan Documents, Debtor hereby represents and warrants to Lender:

(a) The security interest granted pursuant to this Agreement constitutes a valid and continuing perfected security interest in favor of Lender in all UCC Collateral subject, for the following UCC Collateral, to the occurrence of the following: (i) in the case of all Collateral in which a security interest may be perfected by filing a financing statement under the UCC, the completion of the filings which have been delivered to Lender in completed and duly authorized form, (ii) in the case of all Copyrights, Trademarks and Patents for which UCC filings are insufficient, all appropriate filings having been made with the United States Copyright Office or the United States Patent and Trademark Office, as applicable, (iii) in the case of letter-of-credit rights that are not supporting obligations of UCC Collateral, the execution of a Contractual Obligation granting control to the Lender over such letter-of-credit rights, and (iv) in the case of electronic chattel paper, the completion of all steps necessary to grant control to the Lender over such electronic chattel paper. Except as set forth in this Section 6, all actions by Debtor necessary or desirable to protect and perfect the Lien granted hereunder on the UCC Collateral have been duly taken.

(b) No Permit, notice to or filing with any Governmental Authority or any other Person or any consent from any Person is required for the exercise by Lender of its rights provided for in this Agreement or the enforcement of remedies in respect of the UCC Collateral pursuant to this Agreement, including the transfer of any UCC Collateral, except as may be required in connection with the any approvals that may be required to be obtained from any bailees or landlords to collect the UCC Collateral.

7. Financing Statements and Further Assurances. Debtor agrees, on request of Lender, to furnish to Lender such further information, to execute and deliver to Lender such documents and instruments (including UCC financing statements) and to do such other acts and things as Lender may at any time reasonably request relating to the perfection or protection of the security interest in the UCC Collateral created by this Agreement or for the

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purpose of carrying out the intent of this Agreement. Without limiting the foregoing, Debtor shall cooperate and do all acts deemed necessary or advisable by Lender to continue in Lender a perfected first security interest in the UCC Collateral and shall obtain and furnish to Lender any subordinations, releases, landlord, lessor, bailee or mortgagee waivers, control agreements, and similar documents as may be from time to time requested by, and in form and substance satisfactory to, Lender. Debtor will warrant and defend the UCC Collateral and Lender against all claims by all persons in connection with the Obligations.

8. **Lender's Authority.** Debtor authorizes Lender to file financing statements, continuations, and amendments thereto describing the UCC Collateral and containing any other information required by the applicable UCC, in such form and substance as Lender, in its sole discretion, may determine. Debtor irrevocably grants to Lender the power to sign Debtor's name and generally to act on behalf of Debtor to execute and file applications for title, transfers of title, financing statements, notices of lien, demands for terminations or other security interests in any of the UCC Collateral and other documents pertaining to any or all of the UCC Collateral. This power is coupled with Lender's interest in the UCC Collateral and is irrevocable during such time as any of the Obligations are outstanding. Debtor shall, if any certificate of title be required or permitted by law for any of the UCC Collateral, obtain and promptly deliver to Lender such certificate showing the lien of this Agreement with respect to the UCC Collateral. Debtor ratifies its prior authorization for Lender to file financing statements and amendments thereto describing the UCC Collateral and containing any other information required by the UCC, if filed prior to the date of this Agreement.

9. **Certain Rights and Remedies.** If an Event of Default shall have occurred and be continuing, Lender, without any other notice to or demand upon Debtor, shall have in any jurisdiction in which enforcement of this Agreement is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies that may be provided to a secured party in any jurisdiction in which any of the UCC Collateral is located, including the right to take possession of the UCC Collateral, and for that purpose Lender may, so far as Debtor can give authority therefor, enter upon the Site and remove the same therefrom. Lender may in its discretion require Debtor to assemble all or any part of the UCC Collateral at such location or locations as Lender may reasonably designate. Unless the UCC Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give to Debtor at least 10 calendar days prior written notice of the time and place of any public sale of UCC Collateral or of the time after which any private sale or any other intended disposition is to be made. Debtor acknowledges that 10 calendar days prior written notice of such sale or sales shall be reasonable notice. In addition, Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Lender's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the UCC Collateral and to exercise its rights and remedies with respect thereto.

10. **Receivers.** If an Event of Default shall have occurred and be continuing and in addition to any other rights and remedies, as a matter of right and without notice to Debtor or anyone claiming under Debtor, and without regard to the then value of the UCC Collateral or the interest of Debtor therein, Lender may seek the appointment of a receiver for the UCC Collateral and, to the maximum extent permitted by law, all other assets of Debtor, all upon ex parte application to any court of the competent jurisdiction. Debtor waives any right to a hearing or notice of hearing prior to the appointment of a receiver and irrevocably consents to such appointment. Such receiver shall have all of the usual powers and duties of receivers in like or similar cases and all of the powers and duties of Lender in case of entry as provided above and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the UCC Collateral or the date of expiration of any redemption period, unless such receivership is sooner terminated. All expenses incurred by the receiver or its agents, including obligations to repay funds borrowed by the receiver, shall constitute a part of the Obligations. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including reasonable attorneys' fees incurred by the receiver and Lender, together with interest thereon at the Default Rate from the date incurred until paid, and the balance shall be applied toward the Obligations or in such other manner as the court may direct.

11. **Marshaling.** Lender shall not be required to marshal any present or future collateral security (including but not limited to the UCC Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it

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lawfully may, Debtor agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights and remedies under this Agreement or under of the other Loan Documents, and, to the extent that it lawfully may, Debtor irrevocably waives the benefits of all such laws.

12. Proceeds of Dispositions; Expenses. Debtor shall pay to Lender on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Lender in protecting, preserving or enforcing Lender's rights and remedies under or in respect of any of the Obligations or any of the UCC Collateral. After deducting all of the foregoing expenses, the residue of any proceeds of collection or sale or other disposition of the UCC Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in accordance with *Section 2.13* of the Loan Agreement. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any excess shall be returned to Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, Debtor shall remain liable for any deficiency.

13. Relation to Other Security Documents. The provisions of this Agreement supplement the provisions of any real estate mortgage or deed of trust granted by Debtor to Lender which secures the payment or performance of any of the Obligations. Nothing contained in any such real estate mortgage or deed of trust shall derogate from any of the rights or remedies of Lender hereunder.

14. Applicability of General Provisions. All of the provisions of the Article in the Loan Agreement entitled "General Provisions" apply to this Agreement, the same as if the provisions of such Article were set forth in full in this Agreement.

15. GOVERNING LAW. THE LAWS OF THE STATE OF UTAH (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PRINCIPLES) SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT, AND ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE DEEMED APPROVED AND ENTERED INTO WITHIN THE STATE OF UTAH AND ALL CREDIT OR OTHER FINANCIAL ACCOMMODATIONS EXTENDED BY LENDER PURSUANT TO THIS AGREEMENT AND THE LOAN DOCUMENTS SHALL BE DEEMED EXTENDED FROM THE STATE OF UTAH REGARDLESS OF THE LOCATION OF ANY DEBTOR OR ANY COLLATERAL.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Debtor and Lender and their respective successors and permitted assigns, including, any United States trustee, any debtor in possession or any trustee appointed from a private panel.


[Remainder of this page intentionally left blank; signatures on the following page]

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET


EXECUTED effective as of the date first set forth above.

DEBTOR:

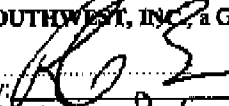
HOME-GROWN INDUSTRIES OF GEORGIA, INC.,
a Georgia corporation

By: 
Printed Name: George S. Lewington
Its: President


HOME-GROWN INDUSTRIES OF AMERICA, INC.,
a Georgia corporation

By: 
Printed Name: Richard A. Branch
Its: CEO

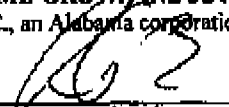
**HOME-GROWN INDUSTRIES OF THE
SOUTHWEST, INC.,** a Georgia corporation

By: 
Printed Name: Richard A. Branch
Its: CEO


**HOME-GROWN INDUSTRIES OF THE
SOUTHEAST, INC.,** a Georgia corporation

By: 
Printed Name: Richard A. Branch
Its: CEO

**HOME-GROWN INDUSTRIES OF ALABAMA,
INC.,** an Alabama corporation

By: 
Printed Name: Richard A. Branch
Its: CEO

HOME-GROWN INDUSTRIES OF FLORIDA, INC.,
a Florida corporation

By: 
Printed Name: Richard A. Branch
Its: CEO

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET

HOME-GROWN INDUSTRIES OF TEXAS, INC., a
Texas corporation

By: [Signature]
Printed Name: Richard A. Beach
Its: CEO

HGI MARKETING, INC., a Colorado corporation

By: [Signature]
Printed Name: Richard A. Beach
Its: CEO

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET

EXHIBIT A
FRANCHISEE NOTICE

Persons and Entities on attached Distribution List

Ladies and Gentlemen:

Reference is made to the Franchise Agreements (the "Franchise Agreement") between each of you and Home-Grown Industries of Georgia, Inc. ("Franchisor"), described on Exhibit A hereto.

Franchisor has assigned its interest in the Franchise Agreements to GE Capital Commercial Inc. ("Lender") as additional security for a loan made by Lender to Franchisor.

Franchisor and Lender hereby jointly authorize and direct you to remit all payments imposed under your respective Franchise Agreement now or hereafter due to Franchisor under the Franchise Agreements in the manner described on Exhibit B hereto or in such other manner as Lender may notify you of in writing subsequent to the date of this letter.

If you have any questions, you may contact Lender at 8377 Hartford Drive, Scottsdale, Arizona 85255, attention: Capital Markets, E-Mail: ComfinCEFFFParticipationServicing@ge.com.

Sincerely,

HOME-GROWN INDUSTRIES OF GEORGIA, INC.,
a Georgia corporation

By: _____
Printed Name: _____
Title: _____

GE CAPITAL COMMERCIAL INC., a Delaware corporation

By: GE CAPITAL FRANCHISE FINANCE CORPORATION,
a Delaware corporation, as Servicer

By: _____
Printed Name: _____
Its: Authorized Signatory

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET



**EXHIBIT A TO NOTICE TO FRANCHISEES
FRANCHISE AGREEMENTS**

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET

**EXHIBIT B TO NOTICE TO FRANCHISEES
REMITTANCE INSTRUCTIONS**

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET

**SCHEDULE I
INTELLECTUAL PROPERTY**

TRADEMARK	Country/ State	Status	Registration Date	Registration Number
	U.S.	Registered	12/15/1987	1,469,516
M ² -PIE	U.S.	Registered	09/27/1994	1,856,109
M ² -PI	U.S.	Registered	11/08/1994	1,862,125
M ² -PIZZA PIE	U.S.	Registered	09/12/1995	1,919,024
SHROOM UNIVERSITY	U.S.	Registered	09/18/2007	3,295,257
EAT MY CRUST	U.S.	Registered	08/26/2008	3,493,843
THE MELLOW MUSHROOM and Design	E.U.	Registered	05/07/1999	257287
THE MELLOW MUSHROOM and Design	GA.	Registered	04/11/1995	S-14818
MELLOW MUSHROOM and Design	GA.	Registered	07/02/1987	S-7702
A BEER SO GOOD YOU CAN'T SHARE IT	U.S.	Abandoned Application No. 77/399,910		
MELLOW MUSHROOM	U.S.	Registered	02/03/2009	3,569,705
	U.S.	Registered	02/03/2009	3,570,040
ESPERANZA	U.S.	Applied for - Application No. 77/589,212		
FEED YOUR FANTASY	U.S.	Proposed		
GIVE PIZZA-A CHANCE	U.S.	Proposed		
KEEP ON SHROOMIN'	U.S.	Proposed		
KOSMIC KARMA	U.S.	Proposed		
MELLOW DOWN EASY	U.S.	Proposed		
MUSHROOM RADIO	U.S.	Proposed		
SOMETIMES IT PAYS TO THINK INSIDE THE BOX	U.S.	Proposed		
WHEN IT RAINS IT SPORES and Design	U.S.	Proposed		
YOUR SENSES ARE TELLING YOU SOMETHING	U.S.	Proposed		
MAGICAL MYSTERY TOUR	U.S.	Proposed		

GEFF *smrDocs Form 3005*
Rev 2/26/08
4841-4782-2084.2

Contract Nos.: 15650001, 15658002, 15660003
Asset Nos. 061532 et al.

TO: PATRICK C. STEPHENSON COMPANY: 1650 FARNAM STREET

TRADEMARK	Country/ State	Status	Registration Date	Registration Number
OWN YOUR PIECE OF THE PIE	U.S.	Proposed		
SHROOM U	U.S.	Abandoned Application No. 78/741,389		
THE CUBE	U.S.	Abandoned Application No. 78/741,389		
$M^2 + \text{MUSIC} = M^3$	U.S.	Abandoned Application No. 78/529,629		
M^3	U.S.	Abandoned Application No. 78/529,627		
ELECTRIC CRANBERRY	U.S.	Proposed (No apps ever filed)		
MELLOW MUSHROOM MUSIC=M3	U.S.	Proposed (No apps ever filed)		
ROADTRIPPER	U.S.	Proposed (No apps ever filed)		
FUNKY Q CHICKEN	U.S.	Proposed		
PHILOSOPHER'S PIE	U.S.	Proposed		
THE BRUTUS	U.S.	Proposed		
FAR OUT TAKE OUT	U.S.	Proposed		

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