

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Perkins & Marie Callender's, LLC	FORMERLY Perkins & Marie Callender's Inc.	11/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
Marie Callender Pie Shops, LLC	FORMERLY Marie Callender Pie Shops, Inc.	11/30/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust, National Association
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNKNOWN

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	0809680	PERKINS
Registration Number:	1203149	PERKINS
Registration Number:	1231484	PERKINS
Registration Number:	1243032	BOTTOMLESS POT OF COFFEE
Registration Number:	1403558	PERKINS FAMILY RESTAURANT
Registration Number:	1403560	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1464960	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1663533	MAGNIFICENT SEVEN
Registration Number:	1679722	PERKINS PROMISE
Registration Number:	1751454	MAMMOTH MUFFIN
Registration Number:	1843806	FOXTAIL FOODS
Registration Number:	1897634	TREMENDOUS TWELVE

CH \$490.00 0809680

Registration Number:	2187924	MORNING SUNRISE
Registration Number:	2286891	KID PERKS
Registration Number:	2490366	PERKINS RESTAURANT & BAKERY
Registration Number:	2492247	PERKINS RESTAURANT & BAKERY
Registration Number:	2724058	SIMPLY SCOOP
Registration Number:	3650818	BREAKFAST IS JUST THE BEGINNING
Registration Number:	3756143	CORONA BAKERY

**CORRESPONDENCE DATA**

Fax Number: (212)872-1002  
Phone: 2128362264  
Email: pgunn@akingump.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Patricia Gunn, c/o Akin Gump  
Address Line 1: One Bryant Park  
Address Line 4: New York, NEW YORK 10036-6745

NAME OF SUBMITTER:	Eunice Chang
Signature:	/s/ Eunice Chang
Date:	12/05/2011

**Total Attachments: 7**  
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

1. This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 30<sup>th</sup> day of November, 2011 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

2. **WHEREAS**, pursuant to that certain Second Lien Credit Agreement dated as of November 30, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **PERKINS & MARIE CALLENDER'S HOLDING LLC**, a Delaware limited liability company, as parent ("Parent"), **PERKINS & MARIE CALLENDER'S LLC**, a Delaware limited liability company, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

3. **WHEREAS**, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of November 30, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

4. **WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

5. **NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

6. Defined Terms. All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.1 thereto), and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

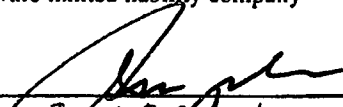
Anything herein to the contrary notwithstanding, the Liens and security interests securing the Secured Obligations granted under this Trademark and Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control

[signature pages follow]

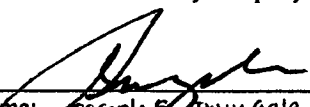
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

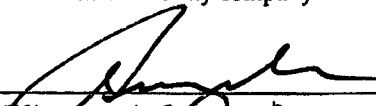
**PERKINS & MARIE CALLENDER'S HOLDING, LLC,**  
a Delaware limited liability company

By:   
Name: Joseph F. Trungale  
Title: Chief Executive Officer and President

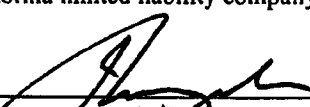
**PERKINS & MARIE CALLENDER'S, LLC,**  
a Delaware limited liability company

By:   
Name: Joseph F. Trungale  
Title: Chief Executive Officer and President

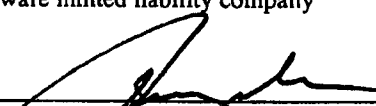
**MARIE CALLENDER PIE SHOPS, LLC,**  
a California limited liability company

By:   
Name: Joseph F. Trungale  
Title: Chief Executive Officer and President

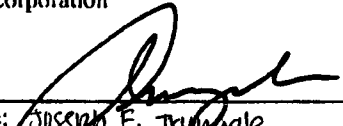
**MARIE CALLENDER WHOLESALERS, LLC,**  
a California limited liability company

By:   
Name: Joseph F. Trungale  
Title: Chief Executive Officer and President


**FIV, LLC,**  
a Delaware limited liability company

By:   
Name: Joseph F. Trungale  
Title: Chief Executive Officer and President

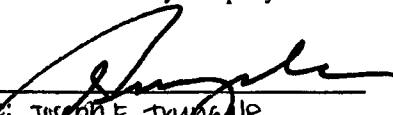
**MCID, INC.,**  
an Idaho corporation

By:   
Name: Joseph F. Tringale  
Title: Chief Executive Officer and President

**WILSHIRE BEVERAGE, INC.,**  
a Texas corporation

By:   
Name: Joseph F. Tringale  
Title: Chief Executive Officer and President

**PMCI PROMOTIONS LLC,**  
a Colorado limited liability company

By:   
Name: Joseph F. Tringale  
Title: Chief Executive Officer and President

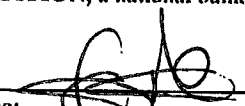
[Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004672 FRAME: 0304**

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, a national banking association**

By:   
Name: **Jeffery Rose**  
Title: **Vice President**

[Second Lien Trademark Security Agreement]

**TRADEMARK  
REEL: 004672 FRAME: 0305**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS	0809680 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS	1203149 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS	1231484 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	BOTTOMLESS POT OF COFFEE	1243032 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS FAMILY RESTAURANT	1403558 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS FAMILY RESTAURANT BAKERY	1403560 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS FAMILY RESTAURANT BAKERY	1464960 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	MAGNIFICENT SEVEN	1663533 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS PROMISE	1679722 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	MAMMOTH MUFFIN	1751454 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	FOXTAIL FOODS	1843806 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	TREMENDOUS TWELVE	1897634 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	MORNING SUNRISE	2187924 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	KID PERKS	2286891 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS RESTAURANT & BAKERY	2490366 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	PERKINS RESTAURANT & BAKERY	2492247 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	SIMPLY SCOOP	2724058 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	BREAKFAST IS JUST THE BEGINNING	3650818 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	BOTTOMLESS CUP OF HOT TEA	Common Law Rights
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	BOTTOMLESS GLASS OF ICED TEA	Common Law Rights
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	CHOCOLATE CHIPPER SUNDAE	Common Law Rights
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	FUDGE FLATTOP DESSERT	Common Law Rights
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	GRANDMA'S BREAD PUDDING	Common Law Rights
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	GRANNY'S COUNTRY OMELETTE	Common Law Rights
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	HOMESTEAD BEEF STEW	Common Law Rights
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	United States	P IN SCRIPT	Common Law Rights



Grantor	Country	Mark	Application/ Registration No.
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	BREAKFAST IS JUST THE BEGINNING	1481616
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	PERKINS	307738 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	BOTTOMLESS POT OF COFFEE	350332 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	PERKINS IN OVAL DESIGN	352362 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	PERKINS RESTAURANTS AND DESIGN	353211 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	PERKINS FAMILY RESTAURANT AND OVAL DESIGN	366687 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	PERKINS FAMILY RESTAURANT AND MAPLE LEAF DESIGN	443470 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	PERKINS RESTAURANT & BAKERY IN DOUBLE OVAL	567528 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	PERKINS RESTAURANT & BAKERY	567530 ®
Perkins & Marie Callender's, LLC (f/k/a Perkins & Marie Callender's Inc.)	Canada	PERKINS RESTAURANT & BAKERY AND MAPLE LEAF DESIGN	570276 ®
Marie Callender Pie Shops, LLC (f/k/a Marie Callender Pie Shops, Inc.)	Federal	CORONA BAKERY	3756143 ®

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**