

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **November 8, 2012**

Pizza Inn Holdings, Inc.

(Exact name of registrant as specified in its charter)

Missouri (State or other jurisdiction of incorporation)	0-12919 (Commission File Number)	45-3189287 (IRS Employer Identification No.)
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3551 Plano Parkway, The Colony, Texas (Address of principal executive offices)	75056 (Zip Code)
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Registrant's telephone number, including area code: **(469) 384-5000**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

Effective November 8, 2012, the Board of Directors appointed Randall E. Gier, age 51, to serve as President and Chief Executive Officer of Pizza Inn Holdings, Inc. (the “Company”). Mr. Gier has been involved in the food and beverage industry for more than 30 years. Mr. Gier is a member and manager of Savvy Fare Restaurants LLC, which he co-founded in 2010 and which operates Cedars Woodfire Grill restaurants. From 2010 until January 2012, he served as the Chief Marketing Officer for Borden Dairy Company. From 2004 to 2009, Mr. Gier served as Executive Vice President of Marketing and R&D for Dr. Pepper Snapple Group, Inc. and its predecessor, the North American beverage business of Cadbury Schweppes, plc. From 2002 to 2004, he was the Chief Marketing Officer for Yum! Brands International. From 1997 to 2002, Mr. Gier was Chief Marketing Officer for Pizza Hut Inc., and from 1996 to 1997 was Chief Marketing Officer for KFC Corporation. Mr. Gier has no family relationship with any director or other executive officer of the Company. There are no transactions in which Mr. Gier has an interest requiring disclosure under Item 404(a) of Regulation S-K.

The Company has entered into an employment letter with Mr. Gier (the “Employment Letter”) confirming his at-will employment as Chief Executive Officer of the Company. The Employment Letter provides for a starting annual base salary of \$350,000 and a discretionary annual bonus. Mr. Gier is also eligible to participate in the Company’s 2005 Employee Stock Option Award Plan (the “2005 Employee Plan”) and is entitled to all other benefits offered by the Company to its employees. Under the 2005 Employee Plan, Mr. Gier was initially granted incentive stock options to purchase 140,000 shares of the Company’s common stock and non-qualified options to purchase 90,000 shares of the Company’s common stock. He was also conditionally granted non-qualified options to purchase additional shares of the Company’s common stock in an amount equal to four times the number of shares he purchases prior to November 8, 2013, up to a maximum of 120,000 shares. In each case, the stock options are exercisable at the closing price of the Company’s common stock on November 8, 2012. The incentive stock options vest 23,000 shares on November 8, 2013, and 39,000 on each of the next three anniversaries of the date of grant. The unconditional non-qualified options vest 7,000 shares, 30,000 shares and 53,000 shares on November 8, 2014, 2015 and 2016, respectively. The conditionally granted non-qualified options vest 10%, 20%, 30% and 40% on November 8, 2013, 2014, 2015 and 2016, respectively.

The descriptions of the Employment Letter and option agreements set forth above are qualified in their entirety by reference to the definitive documents filed as an exhibit to this Current Report on Form 8-K and incorporated herein by this reference.

ITEM 8.01 OTHER EVENTS

The Company has issued a press release announcing Mr. Gier's appointment as its Chief Executive Officer, a copy of which is attached as an exhibit hereto.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

- 10.1 Employment Letter dated November 8, 2012, between Pizza Inn Holdings, Inc. and Randall Gier.
 - 10.2 Incentive Stock Option Award Agreement dated November 8, 2012, between Pizza Inn Holdings, Inc. and Randall E. Gier.
 - 10.3 Non-Qualified Stock Option Award Agreement dated November 8, 2012, between Pizza Inn Holdings, Inc. and Randall E. Gier.
 - 10.4 Non-Qualified Stock Option Award Agreement dated November 8, 2012, between Pizza Inn Holdings, Inc. and Randall E. Gier.
 - 99.1 Pizza Inn Holdings, Inc. press release issued November 9, 2012.
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Pizza Holdings Inn, Inc.

Date: November 15, 2012

By: /s/ Jerome L. Trojan, III
Jerome L. Trojan, III,
Chief Financial Officer

November 8, 2012

Randall Gier
5205 Silver Lake Drive
Plano, Texas 75093

Dear Randy:

Pizza Inn Holdings, Inc. ("Pizza Inn Holdings") is pleased to make you the following offer of employment for the salaried, exempt position of Chief Executive Officer of Pizza Inn Holdings. This offer letter shall be the employment agreement (the "Agreement") governing the terms of your employment with the Pizza Inn Holdings and its subsidiaries (collectively, the "Company") and shall become effective on the Starting Date indicated below.

Position:	Chief Executive Officer of Pizza Inn Holdings
Duties:	Such duties as the Board of Directors or Chairman of Pizza Inn Holdings shall from time to time assign to you. You shall report to the Board of Directors and Chairman of Pizza Inn Holdings. At the Company's request, you shall serve Pizza Inn Holdings and/or its subsidiaries and affiliates in other offices and capacities in addition to the foregoing. In the event that you serve in any one or more of such additional capacities, your compensation shall not be increased beyond that specified below.
Base Annual Salary:	\$350,000 annual base pay, paid according to the Company's standard pay practices, subject to applicable withholdings and employee benefit contributions. The Company currently issues payroll checks biweekly.
Starting Date:	November 8, 2012
Location:	Your primary work location shall be the Company's headquarters, which are currently in the Dallas – Fort Worth area. Your job will also require frequent travel to other Company and franchisee locations.

Exclusivity:

During your employment with the Company, you agree (i) to devote substantially all of your business time, energy, skill and best efforts to the performance of your duties hereunder in a manner that will faithfully and diligently further the business and interests of the Company, and (ii) that you shall have no agreements with, or material obligations to, any other individual, partnership, corporation, or legal entity, specifically including any confidentiality, non-disclosure, non-solicitation, or non-competition agreements or obligations, that may or would conflict with your obligations under this Agreement.

During your employment the Company shall allow you to maintain an ownership in Savvy Fare Restaurant Group, or other entities operating the Cedars Wood Fire Grill concept (collectively "CWFG"), provided that you hereby agree that you (a) shall maintain a full-time manager for all of the operational activities of CWFG, (b) shall not, without the consent of the board of Pizza Inn Holdings, operate more than two owned CWFG units, (c) shall not, without the consent of the board of Pizza Inn Holdings, license or franchise more than two CWFG units, (d) shall not participate in the day-to-day management of CWFG, and (e) shall comply with the terms of the prior paragraph.

Annual Incentive Compensation:

In addition to your Base Annual Salary, you shall be eligible to participate in the Company's executive bonus plan, which is typically based on the Company's financial performance and strategic goals relative to targets set by the Board of Directors. The amount of bonus earned each year is subject to the approval of the Board of Directors, which may use its discretion to interpret the Company's achievement of the bonus targets and take into consideration unusual, one-time, or forward-looking factors that affected the Company's historical results or may affect the Company's future prospects. The annual bonus targets generally shall be set such that you shall earn a bonus 25% of your base annual salary upon achievement of 100% of both the financial and strategic bonus targets and earn a bonus of 50% of your base annual salary upon achievement of 125% of both the financial and strategic targets. Bonuses are typically not paid until the Company's financial audit is complete, and executives must remain employed by the Company until the bonus payment date to receive a bonus (unless otherwise provided for in this Agreement). Your bonus potential for Fiscal Year 2013 shall be prorated for a partial year based on your start date.

Stock Options:

As additional consideration for the duties and responsibilities to be performed, you will be eligible to participate in the Company's 2005 Employee Stock Option Award Plan (the "Option Plan"). Upon your start date with the company, you will be granted 230,000 options to purchase Company stock at a strike price determined on the date of issuance. In addition, you will be eligible to receive 120,000 conditional option grants based on purchases of Pizza Inn Holdings common stock that you make between your start date and the one-year anniversary of your start date. The terms and conditions associated with these grants, including the vesting schedule, will be detailed in a separate option grant letter and are subject to the Option Plan. The option grants shall provide that in the event of your cessation of employment with the Company you shall have not less than thirty days to exercise any vested options, excluding any days for which you are restricted from trading in the stock of Pizza Inn Holdings. The initial option grants to you that are not subject to a stock purchase condition shall be deemed to be eligible for treatment as Incentive Stock Options pursuant to the Option Plan to the extent allowed by the Option Plan and applicable laws and regulations.

“At Will” Employee:

It is anticipated that you will be a long-term employee of the Company. However, your employment with the Company is for no specified period and constitutes “at-will” employment, which means that you have the right to resign from your employment at any time, with or without notice, and the Company has the right to modify your employment, subject to the compensation provisions outlined above, or terminate your employment at any time, with or without cause, and with or without notice. No representative of the Company has the authority to enter into any agreement with you guaranteeing employment for any specified period of time or modifying the at-will relationship, unless it is done so in writing and signed by you and the Chairman of the Company and approved by the Board of Directors.

Employee Benefits:

During the Initial Term and any Extended Term while you are employed by the Company, you will be entitled to receive the same benefits as the Company makes generally available from time to time to the Company’s senior executives, as those benefits may be modified, reduced or eliminated from time to time. Vacation, medical and dental insurance, 401(k), and other rights and benefit plans will be available to you as set forth in the Company’s standard benefit package and *Employee Handbook*. Such rights, programs and benefit plans may be revised from time to time at the Company’s sole discretion. Your eligibility for medical and dental benefits is effective the first day of your employment. The Company agrees to allow you two weeks of paid time off plus “Extra Days” as described in the Company’s *Employee Handbook*. With the exception of any contrary provision in this letter, or in any other document or agreement between you and the Company, the terms of your employment are at all times subject to the provisions of the Company’s *Employee Handbook*, as said *Handbook* may be changed from time to time by the Company in its sole discretion.

Non-Disclosure of Confidential Information:

You acknowledge that in your employment with the Company, you will occupy a position of trust and confidence. You agree that during your employment with the Company and at any time thereafter, except as may be required to perform your job duties for the benefit of the Company or as required by applicable law, disclose to others or use, whether directly or indirectly, any Confidential Information regarding the Company. “Confidential Information” shall mean any non-public or proprietary information regarding the Company, its business, restaurant concepts, franchisees, and customers, in whatever form, tangible or intangible, that is not disclosed publicly by the Company, including (without limitation) any proprietary knowledge, trade secrets, recipes, designs, products, inventions, business practices, programs, processes, techniques, know-how, management programs, methodology, financial information, pricing and fee information, agreements and arrangements with affiliates, employee files, personnel records, internal corporate records, corporate and business contacts and relationships, corporate and business opportunities, telephone logs and messages, client, consultant and customer lists and any and all other materials and information pertaining to the Company or its business to which you have been exposed or have access to as a consequence of your employment with the Company. You acknowledge that such Confidential Information is specialized, unique in nature and of great value to the Company, and that such information gives the Company a competitive advantage. You agree to deliver or return to the Company, at the Company’s request at any time or upon termination of your employment all Confidential Information (and all copies thereof) furnished by the Company or prepared by you during your employment with the Company.

Ownership of Rights:

You acknowledge and confirm that the Company shall own, in perpetuity, throughout the universe, all right, title and interest in and to the results and proceeds of your services to the Company and all material produced and/or furnished by you, of any kind and nature whatsoever, it being understood and agreed that the Company hereby acquires the maximum rights permitted to be obtained by the Company in all proprietary rights and information. Any such materials and/or ideas submitted to the Company hereunder automatically shall become the property of Company, and you hereby transfer and agree to transfer and assign to Company all of said rights and materials (including, without limitation, all copyrights and similar protections, renewals and extensions of copyright, and any and all causes of action that may have accrued in your favor for infringement of copyright), it being understood that you, for purposes of your employment with the Company, are acting entirely as Company's executive for hire. You agree that you will, at Company's request, execute and deliver to Company or procure the execution and delivery to Company of such documents or other instruments which Company may from time to time deem reasonably necessary or desirable to evidence, maintain and protect its rights hereunder and to carry out the intent and purposes of this Agreement and to convey to Company all rights in and to the material supplied to Company by you in this Agreement.

Non-Competition:

As consideration for the employment terms and stock option grant provided by the Company, you agree that at any time during your employment and for a period of twelve (12) months after the end of your employment with the Company, regardless of the payment of any severance or other consideration to you following the cessation of your employment with the Company, you shall not either alone or jointly, with or on behalf of others, directly or indirectly, whether as principal, partner, agent, shareholder, director, employee, consultant or otherwise, provide consultative services or otherwise provide services to, own, manage, operate, join, develop, control, participate in, or be connected with, any business, individual, partner, firm, corporation, or other entity that is engaged in a Competing Concept that is not owned by the Company; provided, however, that the "beneficial ownership" by Executive, either individually or as a member of a "group," as such terms are used in Rule 13d of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), of not more than five percent (5%) of the voting stock of any publicly traded corporation not shall alone constitute a violation of this Agreement. A "Competing Concept" means any restaurant business or restaurant concept that derives more than 30% of its gross sales from the sale of pizza or pizza-like (i.e. flatbreads, etc.) food offerings.

Non-Solicitation:

As consideration for the employment terms and stock option grants provided by the Company, you agree that you shall not, either alone or jointly, with or on behalf of others, directly or indirectly, whether as principal, partner, agent, shareholder, director, employee, consultant or otherwise, at any time during your employment and for a period of eighteen (18) months after the end of your employment with the Company, regardless of the payment of any severance or other consideration to you following the cessation of your employment with the Company, (a) directly or indirectly hire or solicit the employment or engagement of, or otherwise aid in the inducement or enticement away from the employment or engagement of the Company or any affiliated entity, either for your own benefit or for any other person or entity, any employee or consultant who was employed or engaged by the Company or any such affiliated entity during the term of your employment, whether or not such employee or consultant would commit any breach of his/her contract of employment or consulting arrangement by reason of his/her leaving the service of the Company or any affiliated entity; or (b) directly or indirectly solicit, induce or entice any client, franchisee, supplier, customer, contractor, licensor, agent, partner or other business relationship of the Company (including any such types of parties of which the Company is or was actively pursuing a business relationship that had not yet been consummated as of your termination date) to terminate, discontinue, renegotiate or otherwise cease or modify its or their relationship with the Company or any affiliated entity.

Acknowledgement:

You expressly acknowledge and agree that the restrictions contained in this Agreement (exclusivity, non-disclosure, non-competition and non-solicitation) are reasonably tailored to protect the Company's Confidential Information and its business and are reasonable in all circumstances in scope, duration and all other respects. It is expressly agreed by the parties that if for any reason whatsoever, any one or more of the restrictions in this Agreement shall (either taken by itself or themselves together) be adjudged to go beyond what is reasonable in all circumstances for the protection of the legitimate interests of the Company, the parties agree that the prohibitions shall be in effect and upheld to the fullest extent permissible under applicable laws.

Acceptance:

This offer is effective immediately and may be accepted by your signing and dating a copy of this document and returning it to me on or before close of business on November 8, 2012. If accepted and executed, this offer shall be deemed to be a binding definitive agreement in full force and effect. If not so accepted by that time, this offer will be deemed withdrawn and will be no further in force or effect. Any representations that may have been made to you concerning the terms or conditions of employment, whether orally or in writing, are cancelled and superseded by this letter. Any modifications to the terms of your employment must be confirmed to you in writing to be valid and enforceable and your election to continue in the Company's employ after such confirmation will be deemed to be your agreement to such modifications. You will also be asked to bring to your first day of work documents outlined on the attached "Employment Eligibility Verification" document. This is necessary in order to complete your employment eligibility paperwork as required by Federal law. Furthermore, in the Company's discretion, the effectiveness of this offer may be conditioned on your consent to and the Company's receipt of a background check of you to be performed by an agent of the Company, the results of which are reasonably satisfactory to the Company.

Governing Law:

Your principal work location will be in Texas with travel as required to perform the duties of your job. This Agreement will be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and performed in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

Successors:

This Agreement is personal to you and shall not be assignable by you. This Agreement shall inure to the benefit of and be binding upon the Company and its affiliated companies, successors and assigns.

Severability:

If a provision of this Agreement shall be held illegal or invalid, the illegality or invalidity shall not affect the remaining parts of this Agreement and this Agreement shall be construed and enforced as if the illegal or invalid provision

Construction

No term or provision of this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision of this agreement shall be curtailed and limited only to the extent necessary to bring the provision within the requirements of the law.

We appreciate your interest in this opportunity at the Company and we look forward to a mutually rewarding relationship.

Agreed and Accepted:

Employer:
Pizza Inn Holdings, Inc.

By: _____ Date: _____
Clinton J. Coleman, Interim Chief Executive Officer

Employee:

Randall Gier

Date: _____

Employment Eligibility Verification

Employee offers One (1) of the following documents:

- U.S. Passport (expired or unexpired)
- Certificate of U.S. Citizenship
- Certificate of Naturalization
- Unexpired foreign passport with I-551 stamp or attached I-94
- Alien Registration Receipt Card with photograph
- Unexpired Temporary Resident Card
- Unexpired Employment Authorization Card
- Unexpired Reentry Permit
- Unexpired Refugee Travel Document
- Unexpired Employment Authorization Document issued by the INS with photograph

OR

Employee offers One (1) of the following documents:

- Driver's license or ID card issued by a state with photograph
 - ID card issued by federal, state or local government agencies with photograph
 - School ID card with photograph
 - Voter's registration card
 - U.S. Military Card or draft record
 - Military dependent's ID card
 - U.S. Coast Guard Merchant Mariner Card
 - Native American tribal document Driver's license issued by a Canadian government
- (Under 18 Only)
- School record or report card
 - Clinic, doctor or hospital record
 - Day-care or nursery school record

AND

Employee offers One (1) of the following documents:

- U.S. Social Security Card
- Certification of Birth Abroad
- Original or certified copy of a birth certificate
- Native American tribal document
- U.S. Citizen ID Card
- ID Card for use of Resident Citizen in the United States
- Unexpired Employment Authorization Document (other than I-688B)

**INCENTIVE STOCK OPTION AWARD AGREEMENT
UNDER THE PIZZA INN HOLDINGS, INC.
2005 EMPLOYEE STOCK OPTION AWARD PLAN**

Award Date:	November 8, 2012
Participant:	Randall E. Gier
Type of Award:	Incentive Stock Option
Number of Options Granted:	140,000
Exercise Price:	\$2.56
Vesting Schedule:	23,000 options shall vest on 11/08/2013 39,000 options shall vest on 11/08/2014 39,000 options shall vest on 11/08/2015 39,000 options shall vest on 11/08/2016
Expiration Date:	November 8, 2022

The foregoing Incentive Stock Options are granted to Participant in accordance with and subject to the terms and provisions of the 2005 Employee Stock Option Award Plan (the "Plan") and all rules and regulations thereunder. Unless otherwise defined in this Incentive Stock Option Award Agreement, capitalized terms have the meaning ascribed to them in the Plan.

Subject to the vesting schedule and expiration date above, the Options may be exercised in the manner provided in the Plan. The Options are not transferable. In the event of Termination of Service other than by reason of Participant's death or Disability, Options vested as of the date of Termination of Service will remain exercisable for a period of 30 days following the date of Termination of Service, which period shall be extended by the number of days that the Committee determines in its discretion that Participant is precluded by Company policy from trading in the Shares. In no event shall the Options be exercisable after the expiration date set forth above.

The Shares that may be issued upon exercise of Options may not be transferred, sold, offered for sale or otherwise distributed except (i) in conjunction with an effective registration statement, (ii) in compliance with Rule 144, (iii) in compliance with the Company's stock option exercise policy, as amended from time to time, or (iv) pursuant to an opinion of counsel satisfactory to the Company that such transfer, sale, offer or distribution is exempt from the registration provisions of applicable securities laws. The Company has no obligation to register the Shares or to include the Shares in any future registration statement.

IN WITNESS WHEREOF, the parties have signed this Incentive Stock Option Award Agreement as of the Award Date set forth above.

PARTICIPANT

PIZZA INN HOLDINGS, INC.

Randall E. Gier

By: _____
Jerome L. Trojan, III,
Chief Financial Officer

**NON-QUALIFIED STOCK OPTION AWARD AGREEMENT
UNDER THE PIZZA INN HOLDINGS, INC.
2005 EMPLOYEE STOCK OPTION AWARD PLAN**

Award Date:	November 8, 2012
Participant:	Randall E. Gier
Type of Award:	Non-Qualified Stock Options
Number of Options Granted:	90,000
Exercise Price:	\$2.56
Vesting Schedule:	7,000 shall vest on 11/08/2014 30,000 shall vest on 11/08/2015 53,000 shall vest on 11/08/2016
Expiration Date:	November 8, 2022

The foregoing Non-Qualified Stock Options are granted to Participant in accordance with and subject to the terms and provisions of the 2005 Employee Stock Option Award Plan (the "Plan") and all rules and regulations thereunder. Unless otherwise defined in this Non-Qualified Stock Option Award Agreement, capitalized terms have the meaning ascribed to them in the Plan.

Subject to the vesting schedule and expiration date above, the Options may be exercised in the manner provided in the Plan. The Options are not transferable. In the event of Termination of Service other than by reason of Participant's death or Disability, Options vested as of the date of Termination of Service will remain exercisable for a period of 30 days following the date of Termination of Service, which period shall be extended by the number of days that the Committee determines in its discretion that Participant is precluded by Company policy from trading in the Shares. In no event shall the Options be exercisable after the expiration date set forth above.

The Shares that may be issued upon exercise of Options may not be transferred, sold, offered for sale or otherwise distributed except (i) in conjunction with an effective registration statement, (ii) in compliance with Rule 144, (iii) in compliance with the Company's stock option exercise policy, as amended from time to time, or (iv) pursuant to an opinion of counsel satisfactory to the Company that such transfer, sale, offer or distribution is exempt from the registration provisions of applicable securities laws. The Company has no obligation to register the Shares or to include the Shares in any future registration statement.

IN WITNESS WHEREOF, the parties have signed this Non-Qualified Stock Option Award Agreement as of the Award Date set forth above.

PARTICIPANT

PIZZA INN HOLDINGS, INC.

Randall E. Gier

By: _____

Jerome L. Trojan, III,
Chief Financial Officer

**NON-QUALIFIED STOCK OPTION AWARD AGREEMENT
UNDER THE PIZZA INN HOLDINGS, INC.
2005 EMPLOYEE STOCK OPTION AWARD PLAN**

Award Date: November 8, 2012

Participant: Randall E. Gier

Type of Award: Non-Qualified Stock Options

Number of Options Granted: The number of Options granted to Participant pursuant to this Option Award Agreement shall be equal to the lesser of (i) 120,000 Options, or (ii) the product of four (4) multiplied by that number of Shares purchased by Participant during the period between the Award Date and the first anniversary of the Award Date (other than Shares purchased pursuant to the exercise of Options).

On November 8, 2013, the total number of Options granted to Participant shall be definitively determined by the Committee according to the conditions described herein.

Exercise Price: \$2.56

Vesting Schedule: 10% of the total options granted shall vest on 11/08/2013
20% of the total options granted shall vest on 11/08/2014
30% of the total options granted shall vest on 11/08/2015
40% of the total options granted shall vest on 11/08/2016

Expiration Date: November 8, 2022

The foregoing Non-Qualified Stock Options are granted to Participant in accordance with and subject to the terms and provisions of the 2005 Employee Stock Option Award Plan (the "Plan") and all rules and regulations thereunder. Unless otherwise defined in this Non-Qualified Stock Option Award Agreement, capitalized terms have the meaning ascribed to them in the Plan.

Subject to the vesting schedule and expiration date above, the Options may be exercised in the manner provided in the Plan. The Options are not transferable. In the event of Termination of Service other than by reason of Participant's death or Disability, Options vested as of the date of Termination of Service will remain exercisable for a period of 30 days following the date of Termination of Service, which period shall be extended by the number of days that the Committee determines in its discretion that Participant is precluded by Company policy from trading in the Shares. In no event shall the Options be exercisable after the expiration date set forth above.

The Shares that may be issued upon exercise of Options may not be transferred, sold, offered for sale or otherwise distributed except (i) in conjunction with an effective registration statement, (ii) in compliance with Rule 144, (iii) in compliance with the Company's stock option exercise policy, as amended from time to time, or (iv) pursuant to an opinion of counsel satisfactory to the Company that such transfer, sale, offer or distribution is exempt from the registration provisions of applicable securities laws. The Company has no obligation to register the Shares or to include the Shares in any future registration statement.

IN WITNESS WHEREOF, the parties have signed this Non-Qualified Stock Option Award Agreement as of the Award Date set forth above.

PARTICIPANT

PIZZA INN HOLDINGS, INC.

Randall E. Gier

By:

Jerome L. Trojan, III,
Chief Financial Officer



Media Contact:
Monica Feid
BizCom Associates
(972) 490-8053
monicafeid@bizcompr.com

FOR IMMEDIATE RELEASE

PIZZA INN HOLDINGS, INC. NAMES RANDY GIER CEO

THE COLONY, Texas – (November 9, 2012) -- Pizza Inn Holdings, Inc. (Nasdaq:PZZI) today announced that the Board of Directors has named Randy Gier as Chief Executive Officer, effective today. Mr. Gier succeeds Interim CEO Clinton J. Coleman, who will return to his role as a member of the Board, where he has served since 2007.

"After an extensive search with an exceptional field of highly-qualified candidates, the Board has unanimously chosen Randy to be the visionary leader for Pizza Inn and Pie Five as we focus on the future, domestically and abroad, with two strong brands," said Mr. Coleman. "Randy brings an incredible resume to his new job, and he joins Pizza Inn Holdings at a pivotal moment in the company's history."

"I am thrilled to be joining the amazing team at Pizza Inn," Mr. Gier said. "I look forward to working with our dedicated franchise partners, our hard working company associates, and our committed supplier network to drive profitable growth well into the future. Pizza Inn is an iconic brand with considerable growth potential and Pie Five is an exciting new brand poised to lead the fast-casual pizza segment. Together they are the dynamic duo of the pizza business."

Mr. Gier brings nearly three decades of experience in the food and beverage industry to his new post, having championed some of the largest publicly-traded chains in the world as well as building successful restaurants from the ground up. Mr. Gier has lead marketing, strategy, and innovation as Chief Marketing Officer at Yum! Restaurants International's, Pizza Hut and KFC divisions, as well as at Dr Pepper/Snapple Group and Borden Dairy Company. Prior to Yum!, he held executive positions in finance, general management, and marketing throughout PepsiCo. Most recently, Mr. Gier served as founder and CEO of Savvy Fare Restaurant Group, based in Plano, Texas, where he launched and expanded the popular Cedars Woodfire Grill concept – a fast casual restaurant that's breaking the traditional paradigm between great taste and good health.

"Randy's leadership experience spans world-class brands and start-up game-changers," Mr. Coleman said. "He understands the complexities of a heritage brand as well as the nuances of incubating and franchising an innovative new concept. That expertise fits perfectly with a Pizza Inn brand that has been around for more than five decades and a Pie Five brand that won a 2012 Hot Concept of the year award from Nation's Restaurant News in just its first year of operation."

Mr. Gier received a bachelor's of business administration degree from the University of Missouri and a master's of business administration degree from the University of Chicago; both with concentrations in finance.

About Pizza Inn Holdings, Inc.:

Headquartered in the Dallas suburb of The Colony, TX, Pizza Inn Holdings, Inc., is an owner, franchisor and supplier of a system of restaurants operating domestically and internationally under the trademarks "Pizza Inn" and "Pie Five Pizza Co." Pizza Inn is an international pizza chain featuring traditional and specialty pizzas, as well as freshly made pastas, sandwiches, and desserts. Pie Five Pizza Co. is a new fast-casual concept offering individual pizzas made to order and cooked in less than five minutes. Founded in 1958, publicly traded Pizza Inn Holdings, Inc. (Nasdaq:PZZI) franchises approximately 300 restaurants and directly owns and operates 12 restaurants. For more information, please visit www.pizzainn.com.

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