

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
FRANCHISE ACQUISITION, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 01/12/2004

2. Name and address of receiving party(ies)

Name: THE HUNTINGTON NATIONAL BANK

Internal Address: _____

Street Address: 300 MADISON AVENUE, STE. 900

City: TOLEDO State: OH Zip: 43604

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other U.S. National Banking Institution

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Exhibit 1 Attachment

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: EASTMAN & SMITH LTD.

Internal Address: KENNETH C. BAKER, ESQ.

Street Address: ONE SEAGATE, 24TH FLOOR

City: TOLEDO State: OH Zip: 43604

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Kenneth C. Baker, Esq.
Name of Person Signing


Signature

March 12, 2004
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$165.00 1049162

EXHIBIT 1**TRADEMARKS**

1. "CHEF MARCO'S"
U.S. Trademark Registration No. 1,049,162
Exp. Date: September 28, 2006
2. "MARCO'S" and design
U.S. Trademark Registration No. 1,172,629
Exp. Date: October 6, 2011
3. "CHEF MARCO'S" and design
U.S. Trademark Registration No. 1,316,241
Exp. Date: January 22, 2005
4. "MARCO'S PIZZA"
U.S. Trademark Registration No. 1,392,554
Exp. Date: May 6, 2006
5. "CHEF MARCO – MARCO'S PIZZA SIMPLY
THE BEST" and design
U.S. Trademark Registration No. 2,136,580
Exp. Date: February 17, 2008
6. "HOT2GO"
U.S. Trademark Registration No. 2,770,764
Exp. Date: October 6, 2013

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of January 12, 2004 by Franchise Acquisition, LLC, ~~aka Franchise LLC~~, an Ohio limited liability company ("Grantor") in favor of The Huntington National Bank (the "Bank"), as parties to the Credit Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor and the Bank are parties to the Credit and Security Agreement of even date herewith (as amended, modified or supplemented, the "Credit Agreement") , pursuant to which the Bank has agreed to extend credit to Grantor on the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition precedent to receiving credit under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Bank, as follows:

SECTION I. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION II. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, the Grantor does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and the Canadian Intellectual Property Office (all of the foregoing items in this clause (A) being collectively called a "Trademark") , including without limitation, those referred to in Exhibit 1 hereto;

B. all Trademark licenses;

C. all renewals, reissues, continuations, extensions or the like of any copyrights, trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses (A) and (B);

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the Trademarks, service marks, trade names and the other general intangibles of the Grantor and symbolized by the items described in clauses (A) and (B);

E. all rights of action on account of past, present and future unauthorized use of any said copyrights, trademarks or service marks and for infringement of said copyrights, trademarks or service marks and like protection, including any Trademark, Trademark registration or Trademark license referred to on Exhibit 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for copyrights, and for registration of trademarks and service marks on any of said copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.

SECTION III. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Credit Agreement. The Credit Agreement (and all rights and remedies of the Bank hereunder) shall remain in full force and effect in accordance with its terms.

SECTION IV. Release of Security Interest. Upon payment in full of all Liabilities and the termination of the revolving credit facility under the Credit Agreement, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION V. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION VI. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION VII. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE HUNTINGTON NATIONAL BANK

**FRANCHISE ACQUISITION, LLC, ~~was~~
~~MARGO'S, LLC~~ an Ohio limited liability
company**

By: 
Timothy V. Coleman, its Vice President,
Senior Portfolio Manager

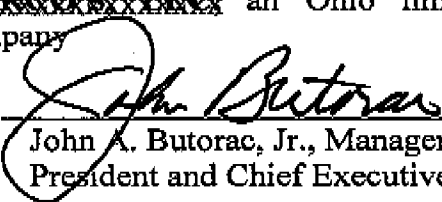
By: 
John A. Butorac, Jr., Manager,
President and Chief Executive Officer

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6. "HOT2GO"
U.S. Trademark Registration No. 2,770,764 Exp. Date: October 6, 2013
7. "MARCO'S" and design
Trade-Marks Office of Consumer and Corporate Affairs Canada
Registration No. TMA360727 Exp. Date: October 20, 2004
8. "MARCO'S PIZZA"
Trade-Marks Office of Consumer and Corporate Affairs Canada
Registration No. TMA412731 Exp. Date: May 28, 2008