

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456683

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MP Marks, LLC		01/02/2018	Limited Liability Company: DELAWARE
Marco's Pizza Holdings, LLC		01/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Lake Forest Bank & Trust Company, N.A.
Street Address:	727 North Bank Lane
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	National Association: ILLINOIS USA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86651739	SLICE OF THE COMMUNITY
Serial Number:	85294054	CINNASQUARES
Serial Number:	85818314	MARCO'S PIZZA
Serial Number:	85517217	MARCO'S
Serial Number:	85401366	BIG SQUARE DEAL
Serial Number:	78741716	AH!THENTIC ITALIAN PIZZA
Serial Number:	87070340	PUT THE 'MORE' IN AMORE
Serial Number:	87595832	HELLO PRIMO
Serial Number:	86906098	AH!THENTIC ITALIAN PIZZA
Serial Number:	86906090	AH!THENTIC
Serial Number:	76290858	HOT2GO
Serial Number:	73561199	MARCO'S PIZZA
Serial Number:	73417299	CHEF MARCO'S
Serial Number:	73196061	MARCO'S
Serial Number:	75057058	CHEF MARCO MARCO'S PIZZA SIMPLY THE BEST

OP \$390.00 86651739

CORRESPONDENCE DATA

Fax Number: 4023461148

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 402-346-600
Email: bridget.stuhr@kutakrock.com
Correspondent Name: Bridget M Stuhr
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Bridget M Stuhr
SIGNATURE:	/Bridget M Stuhr/
DATE SIGNED:	01/03/2018

Total Attachments: 6

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SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS **SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made and entered into as of January 2, 2018 by **MP MARKS, LLC**, a Delaware limited liability company, and **MARCO'S PIZZA HOLDINGS, LLC**, a Delaware limited liability company (collectively, "Debtor") and **LAKE FOREST BANK & TRUST COMPANY, N.A.**, a subsidiary of Wintrust Financial Corporation, in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor, Administrative Agent, and the lenders a party thereto from time to time (the "Lenders") (the "Credit Agreement"), Lenders have agreed to make certain loans to Debtor (collectively, the "Loans"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Administrative Agent hereby agrees as follows:

Section 1. Security Interest. Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Administrative Agent for the benefit of the Secured Parties, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached Exhibit A, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

Section 2. Grant of License. Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Administrative Agent for the benefit of Lenders and the other Secured Parties, 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 any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached Exhibit A, 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 on the cure of any such Event of Default or the payment in full of all Obligations and release of Administrative Agent's security interest in the Collateral.

Section 3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is

intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

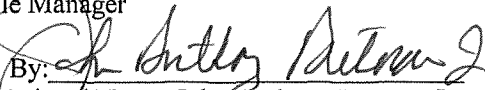
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTOR:

MP MARKS, LLC, a Delaware limited liability company,

By: **J. ANTHONY MANAGEMENT, INC.**, a Florida corporation

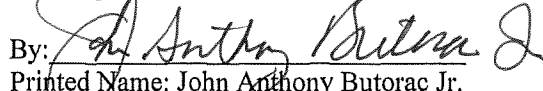
Its: Sole Manager

By: 
Printed Name: John Anthony Butorac Jr.
Its: President

MARCO'S PIZZA HOLDINGS, LLC, a Delaware limited liability company

By: **J. ANTHONY MANAGEMENT, INC.**, a Florida corporation

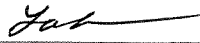
Its: Sole Manager

By: 
Printed Name: John Anthony Butorac Jr.
Its: President

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

LAKE FOREST BANK & TRUST COMPANY, N.A., a
subsidiary of Wintrust Financial Corporation

By: 
Printed Name: Lori Christensen
Title: SVP

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A
INTELLECTUAL PROPERTY**

Intellectual Property owned or licensed by Debtor:

I. Federal Registered Marks

Trademark	Trademark Owner Name	Federal Reg. No.	Serial No.
Slice of the Community	MP Marks, LLC	4881418	86651739
Cinnasquares	MP Marks, LLC	4056225	85294054
Marco's Pizza	MP Marks, LLC	4435229	85818314
Marco's	MP Marks, LLC	4252905	85517217
Big Square Deal	MP Marks, LLC	4365271	85401366
Ah!thentic Italian Pizza	MP Marks, LLC	3145461	78741716
Put the 'More' in Amore	MP Marks, LLC	5293956	87070340
Hello Primo	MP Marks, LLC	TBD	87595832
Ah!thentic Italian Pizza	MP Marks, LLC	5071893	86906098
Ah!thentic	MP Marks, LLC	5045293	86906090
Hot2Go	MP Marks, LLC	2770764	76290858
Chef Marco Marco's Pizza Simply the Best	MP Marks, LLC	2136580	75057058
Marco's Pizza	MP Marks, LLC	1392554	73561199
Chef Marco's	MP Marks, LLC	1316241	73417299
Marco's	MP Marks, LLC	1172629	73196061

II. State Registered Marks

Trademark	Trademark Owner	State Reg. No.
None.		