

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Domino's IP Holder LLC	04/16/2007

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	388 Greenwich Street
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5109760
Application Number:	10182091
Patent Number:	D426646
Patent Number:	6513671
Patent Number:	6568586
Patent Number:	6755122
Patent Number:	7127984
Application Number:	10786640
Application Number:	10339209

CORRESPONDENCE DATA

Fax Number: (248)358-3351
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 248.358.4400
 Email: skelly@brookskushman.com

CH \$360.00 5109760

Correspondent Name: Sherry Kelly
Address Line 1: Brooks Kushman P.C.
Address Line 2: 1000 Town Center, 22nd Fl.
Address Line 4: Southfield, MICHIGAN 48075

ATTORNEY DOCKET NUMBER:	DOMP 0463 A
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NAME OF SUBMITTER:	Sherry Kelly
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Total Attachments: 4
source=16. Grant of Security Interest in US Patents from IP Holder to Trustee#page1.tif
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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (the "Grant"), dated as of April 16, 2007, made by Domino's IP Holder LLC, a Delaware limited liability company ("Grantor"), in favor of CITIBANK, N.A., a national banking association, as trustee ("Secured Party").

WHEREAS, Grantor is the owner of the United States patents and patent applications set forth in Schedule 1 attached hereto (collectively, the "Patents"); and

WHEREAS, pursuant to the Base Indenture, dated as of April 16, 2007, by and among Grantor, Domino's Pizza Master Issuer LLC, a Delaware limited liability company, Domino's Pizza Distribution LLC, a Delaware limited liability company, Domino's SPV Canadian Holding Company Inc., a Delaware corporation, and the Secured Party (the "Agreement"), Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property, including the Patents and all products and proceeds of the foregoing (collectively, the "Patent Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Patent Collateral granted pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants, assigns and conveys to Secured Party a continuing security interest in, and lien on, the Patent Collateral, in each case, now existing or hereafter acquired.

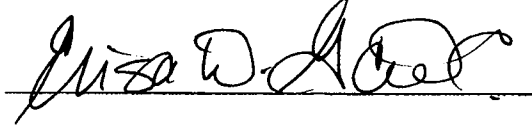
1. The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Patent Collateral. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Patent Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the security interest in the Patent Collateral may be terminated only in accordance with the terms of the Agreement.

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IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed and delivered as of the date first above written.

DOMINO'S IP HOLDER LLC

By: 

Name: Elisa D. Garcia C.

Title: Secretary

Grant of Security Interest in Patents

MICHIGAN STATE)
) ss.
COUNTY OF WASHTENAW)

On this 11 day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Elisa D. Garcia C., to me known to be the Secretary of Domino's IP Holder LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said limited liability company for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Valerie J. Clark
(Signature of Notary)

VALERIE J. CLARK
NOTARY PUBLIC WASHTENAW CO., MI
MY COMMISSION EXPIRES JUL 11, 2008

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Michigan,
residing at Ann Arbor, MI
My appointment expires 07/11/08

Acting in the County of: Washtenaw

Grant of Security Interest in Patents

PATENT
REEL: 019171 FRAME: 0719

**Schedule 1
Patents**

<u>First Named Inventor</u>	<u>Country</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Patent Date</u>
Ansari	US	Conical Screen for evenly distributing food particles over a surface	1990466065	1/16/90	5109760	5/5/92
Wagner	US	Method and system for routing food orders over a computer network	10/182091	07/25/02	US20030065565 (Publication No.)	4/3/03
Monaghan	US	Storefront Design	29/099389	1/20/99	D426646	6/13/00
Dicello	US	Kit to store a plurality of food items at a food preparation station and plastic insulating panel for use therein	09/780267	02/9/01	6513671	2/4/03
VanEsley	US	Foldable cardboard food box having food receptacle and dip tray	10/214245	8/6/02	6568586	5/27/03
Holmes	US	Dischargeable storage device for distributing food over a surface	10/209303	7/31/02	6755122	6/29/04
Holmes	US	Dischargeable storage device for distributing food over a surface	10/786241	2/25/04	7127984	10/31/06
Holmes	US	Dischargeable storage device for distributing food over a surface	10/786640	2/25/04		
Dicello	US	Kit to store a plurality of food items at a food and preparation station and plastic insulating panel for use therein	10/339209			