

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	03/14/2012
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11760980
CORRESPONDENCE DATA	
Fax Number:	(646)728-2614
Phone:	212-596-9775
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Jennifer Kwon
Address Line 1:	1211 Avenue of the Americas
Address Line 2:	Ropes & Gray LLP
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	109332-0007
NAME OF SUBMITTER:	Jennifer Kwon
Total Attachments: 5 source=Grant of Security Interest in Patents#page1.tif source=Grant of Security Interest in Patents#page2.tif source=Grant of Security Interest in Patents#page3.tif source=Grant of Security Interest in Patents#page4.tif source=Grant of Security Interest in Patents#page5.tif	

CH \$40.00 11760980

GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (the "Grant"), dated as of March 15, 2012, made by Domino's IP Holder LLC, a Delaware limited liability company, located at 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, Michigan 48106 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee, located at 388 Greenwich Street, 14th Floor, New York, NY 10013 ("Trustee"). Capitalized terms used in this Grant (including the preamble and the recitals hereto), and not defined in this Grant, shall have the meanings assigned to such terms in Annex A attached to the Indenture (as defined below).

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 Amended and Restated Base Indenture, dated as of March 15, 2012, 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 Citibank, as Trustee and Securities Intermediary (the "Indenture"), to secure the Obligations, Grantor pledged, assigned, conveyed, delivered, transferred and set over to the Trustee for the benefit of the Secured Parties, and granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Patents and the right to bring an action at law or in equity for any infringement, dilution or violation thereof, and to collect all damages, settlement and proceeds relating thereto, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees and other supporting obligations given by any Person with respect to any of the foregoing (collectively, the "Patent Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Indenture, Grantor agreed to execute and deliver to the Trustee this Grant for purposes of filing the same with the PTO to perfect and protect the security interest in the Patent Collateral granted under the Indenture;

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 Indenture, which are incorporated by reference as if fully set forth herein, to secure the obligations, Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee for the benefit of the Secured Parties, and hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Patent Collateral, to the extent now owned or at any time hereafter acquired by Grantor.

1. The parties intend that this Grant is for recordation purposes. The terms of this Grant shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee's interest in the Patent Collateral and shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create a security interest in the Patent Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file this Grant together with the annexed Schedule 1.

2. Grantor and the Trustee hereby acknowledge and agree that the pledge, assignment, conveyance, delivery, transfer, setting over, and grant of security interest in, to and under the Patent Collateral may be terminated only in accordance with the terms of the Indenture and shall terminate automatically upon the termination of the Indenture.

3. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.)

4. The parties may sign any number of copies of this Grant. Each signed copy shall be an original, but all of them together represent the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed by its duly authorized officer as of the day and year first written above.

DOMINO'S-IP HOLDER,LLC

By:

Name:

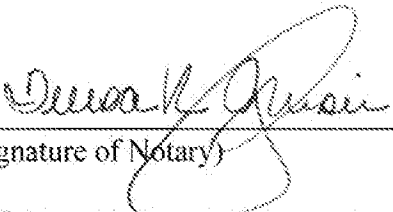
Title:

Adam J. Gacek

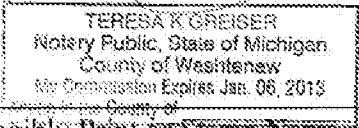
Secretary

MICHIGAN STATE)
) ss.
COUNTY OF WASHTENAW)

On this 15th day of March 2012, before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Adam J. Gacek, 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.



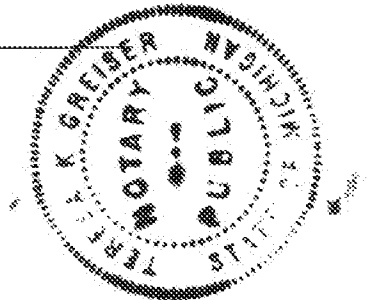
(Signature of Notary)



(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Michigan,
residing at _____
My appointment expires 1-6-2013

Acting in the County of: Washtenaw



Schedule 1

Patents and Patent Applications

<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>
Vitek	US	METHOD AND SYSTEM FOR CENTRALIZED ORDER STATUS TRACKING IN A DECENTRALIZED ORDERING SYSTEM	11/760,980	June 11, 2007		