

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5952574

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NOBLE ROMAN'S, INC.	02/07/2020
PIZZACO, INC.	02/07/2020
RH ROANOKE, INC.	02/07/2020
RECEIVING PARTY DATA	
Name:	CORBEL CAPITAL PARTNERS SBIC, L.P.
Street Address:	C/O CORBEL STRUCTURED EQUITY PARTNERS
Internal Address:	11777 SAN VICENTE BLVD., SUITE 777
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90049
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29168920
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Phone:	2027393000
Email:	patents@morganlewis.com, robert.goodell@morganlewis.com
Correspondent Name:	MORGAN LEWIS & BOCKIUS LLP
Address Line 1:	1111 PENNSYLVANIA AVE., NW.
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	111886-0014
NAME OF SUBMITTER:	ROBERT J. GOODELL
SIGNATURE:	/Robert J. Goodell/
DATE SIGNED:	02/07/2020
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this “Patent Security Agreement”) is made this 7th day of February, 2020, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **CORBEL CAPITAL PARTNERS SBIC, L.P.**, in its capacity as administrative agent for the Purchasers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured Promissory Note and Warrant Purchase Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Noble Roman’s, Inc., an Indiana corporation (the “Issuer”), the purchasers party thereto as “Purchasers” (each of such Purchasers, together with its successors and assigns, is referred to hereinafter as a “Purchaser”), and Agent, the Purchasers have agreed purchase Notes from the Issuer pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase Notes from the Issuer as provided for in the Note Purchase Agreement and the other Note Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Guaranty and Security Agreement, dated as of February 7, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Patent Collateral”):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under

any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Purchasers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Purchasers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Note Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

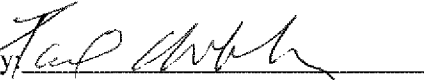
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING C CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 AND 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

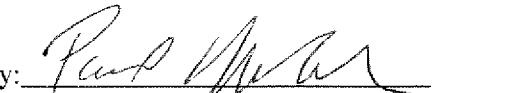
IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

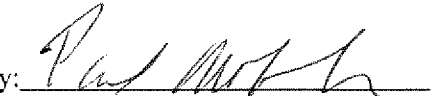
NOBLE ROMAN'S, INC.

By: 
Name: Paul Mobley
Title: Executive Chairman

PIZZACO, INC.

By: 
Name: Paul Mobley
Title: Executive Chairman

RH ROANOKE, INC.

By: 
Name: Paul Mobley
Title: Executive Chairman

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CORBEL CAPITAL PARTNERS SBIC,
L.P.**

By: Corbel Capital Advisors SBIC, LLC,
its General Partner

By: _____
Name: Jeffrey B. Schwartz
Title: Managing Member

By: _____
Name: Jeffrey S. Serota
Title: Managing Member

By: _____
Name: Michael H. Jones
Title: Managing Member

Patent Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NOBLE ROMAN'S, INC.

By: _____
Name:
Title:

PIZZACO, INC.

By: _____
Name:
Title:

RH ROANOKE, INC.

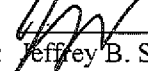
By: _____
Name:
Title:

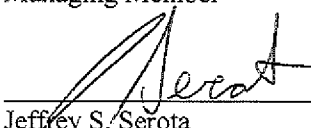
AGENT:

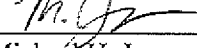
ACCEPTED AND ACKNOWLEDGED BY:

**CORBEL CAPITAL PARTNERS SBIC,
L.P.**

By: Corbel Capital Advisors SBIC, LLC,
its General Partner

By:  _____
Name: Jeffrey B. Schwartz
Title: Managing Member

By:  _____
Name: Jeffrey S. Serota
Title: Managing Member

By:  _____
Name: Michael H. Jones
Title: Managing Member

Patent Security Agreement

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Title	Serial Number	Filing Date	Patent Number	Issue Date
Noble Roman's, Inc.	United States	Self service kiosk	29/168,920	10/10/2002	D488,666	04/20/2004