

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Malnati Organization, Inc.		12/21/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1111 Polaris Pkwy
City:	Columbus
State/Country:	OHIO
Postal Code:	43240
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3967783	MALNATI CHICAGO CLASSIC
Registration Number:	3808381	LOU-TO-GO-DOUGH
Registration Number:	1958741	PRIORITY
Registration Number:	1940147	GET-RIBS
Registration Number:	1941338	WE LOVE BEING A FLY-BY-NIGHT PIZZERIA
Registration Number:	1940148	LOU-TO-GO
Registration Number:	1217915	LOU MALNATI'S
Registration Number:	1204080	MALNATI'S

CORRESPONDENCE DATA

Fax Number: 2029068669  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 202.906.8618  
 Email: ipmail@dykema.com  
 Correspondent Name: Eric T. Fingerhut

CH \$215.00 3967783

Address Line 1: 1300 I St., NW, Suite 300 West  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	084930-0008
NAME OF SUBMITTER:	Eric T. Fingerhut
Signature:	/eric t. fingerhut/
Date:	12/21/2012

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2012, by THE MALNATI ORGANIZATION, INC., an Illinois corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association (the "Bank").

### WITNESSETH:

WHEREAS, the Grantor has entered into that certain Credit Agreement dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Bank, pursuant to which the Bank has agreed to make certain loans to the Grantor (collectively, the "Loans").

WHEREAS, a condition precedent to the extension of the Loans to the Borrower is the Grantor's execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Bank, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement, the Loan Documents executed in connection therewith and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE MALNATI ORGANIZATION, INC.

By: *MALNATI*  
Name: MARCA MALNATI  
Title: Secy.

Acknowledged and agreed as of the date first set forth above:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE MALNATI ORGANIZATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


Acknowledged and agreed as of the date first set forth above:


JPMORGAN CHASE BANK, N.A.

By: [Signature]  
Name: Jared L. King  
Title: Officer

STATE OF ILLINOIS     )  
                                  ) ss  
COUNTY OF COOK     )

On this 19<sup>th</sup> day of December, 2012, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the Secretary of THE MALNATI ORGANIZATION, INC., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF COOK            )

On this 21<sup>st</sup> day of December, 2012, before me personally appeared the person who signature is set forth above, to me known, who, being duly sworn, did depose and say that she is the above-indicated officer of JPMorgan Chase Bank, N.A., and which executed the above instrument.

*Chiquita C Weaver*  
\_\_\_\_\_  
Notary Public



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**I. U.S. Federal**

Mark	Reg. No.	Reg. Date	Int'l Classes	Owner
MALNATI CHICAGO CLASSIC	3967783	May 14, 2010	30	The Malnati Organization, Inc.
LOU-TO-GO- DOUGH	3808381	June 22, 2010	30	The Malnati Organization, Inc.
PRIORITY	1958741	Feb. 27, 1996	30	The Malnati Organization, Inc.
GET-RIBS	1940147	Dec. 5, 1995	39	The Malnati Organization, Inc.
WE LOVE BEING A FLY-BY-NIGHT PIZZERIA	1941338	Dec. 12, 1995	39	The Malnati Organization, Inc.
LOU-TO-GO	1940148	Dec. 5, 1995	39	The Malnati Organization, Inc.
LOU MALNATI'S	1217915	Nov. 23, 1982	42	The Malnati Organization, Inc.
MALNATI'S	1204080	Aug. 3, 1982	42	The Malnati Organization, Inc.

**II. Illinois State**

Mark	Reg. No.	Reg. Date	Int'l Classes	Owner
PRIORITY	76055	Feb. 24, 1995	29, 30	The Malnati Organization, Inc.
GET-RIBS	76057	Feb. 24, 1995	39, 42	The Malnati Organization, Inc.
WE LOVE BEING A FLY-BY-NIGHT PIZZERIA	76054	Feb. 24, 1995	39, 42	The Malnati Organization, Inc.
LOU-TO-GO	76056	Feb. 24, 1995	39, 42	The Malnati Organization, Inc.
LOU MALNATI'S	49560	Feb. 26, 1981	43	The Malnati Organization, Inc.
MALNATI'S	49561	Feb. 26, 1981	43	The Malnati Organization, Inc.
LOU MALNATI'S	49494	Feb. 5, 1981	32	The Malnati Organization, Inc.
MALNATI'S	49495	Feb. 5, 1981	32	The Malnati Organization, Inc.
LOU MALNATI'S	49496	Feb. 5, 1981	29, 30, 31	The Malnati Organization, Inc.
MALNATI'S	49497	Feb. 5, 1981	29, 30, 31	The Malnati Organization, Inc.
BUTTERCRUST	67671	Nov. 21, 1990	29, 30, 31	The Malnati Organization, Inc.