

08-11-2003

Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102520708

To the Honorable Commissioner of F

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Domino's Pizza PMC, Inc.

Individuals Association
 General Partnership Limited Partnership

Corporation - Michigan
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank
Internal Address:
Street Address: 270 Park Avenue
City: New York State: NY Zip Code: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: June 25, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

<u>78/250300</u>	<u>78/190959</u>
<u>78/165206</u>	<u>78/156759</u>
<u>78/210441</u>	

Additional numbers attached? Yes No

Trademark Registration No.(s)

<u>2722693</u>	<u>2626581</u>	<u>2645938</u>
<u>2639844</u>	<u>2645937</u>	<u>2645939</u>
<u>2645940</u>	<u>2645936</u>	<u>1820062</u>
<u>2645935</u>	<u>2670490</u>	<u>2639845</u>

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Helen Bruno, Senior Legal Assistant
Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$ 440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 23-1705
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Helen Bruno August 6, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

08/06/2003 ECDPER 00000231 78250300

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TRADEMARK
REEL: 002798 FRAME: 0423

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DOMINO'S PIZZA PMC, INC., a Michigan corporation (the "Grantor"), having its chief executive office at 30 Frank Lloyd Wright Drive, Ann Arbor, Michigan 48106, hereby grants to JPMorgan Chase Bank, as Collateral Agent, with principal offices at 270 Park Avenue, New York, NY 10017, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement, among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of July 29, 2002 and amended and restated as of June 25, 2003 (as so amended and restated and as the same may be further amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

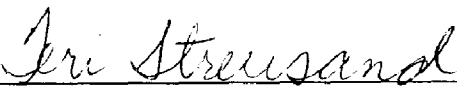
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

25 day of June, 2003.

DOMINO'S PIZZA PMC, INC., as Grantor

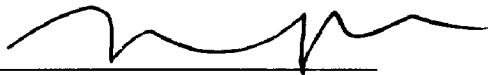
By 
Name: Harry Silverman
Title:
VICE PRESIDENT

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

By 
Name: Teri Streusand
Title: Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 25th day of June, 2003, before me personally came Harry Silverman who, being by me duly sworn, did state as follows: that he is **VICE PRESIDENT** of DOMINO'S PIZZA PMC, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.



Notary Public

NEERAV SHAH
Notary Public, State of New York
No. 01SH6080901
Qualified in New York County
Commission Expires Sept. 23, 2006

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 25th day of June 2003, before me personally came Teri Streusand who, being by me duly sworn, did state as follows: that she is Vice President of JPMorgan Chase Bank, that she is authorized to execute the foregoing Grant on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.



Notary Public

NEERAV SHAH
Notary Public, State of New York
No. 01SH6080901
Qualified in New York County
Commission Expires Sept. 23, 2006

SCHEDULE A

Trademark	Serial Number / Registration Number	Filing Date/Registration Date
360° OF ALL AROUND FUN (stylized)	2722693	June 3, 2003
AMAZIN' GREENS	78/250300	May 15, 2003
AMERICA'S FAVORITE FEAST	2639844	October 22, 2002
BACON CHEESEBURGER FEAST	2645940	November 5, 2002
DELUXE FEAST	2645935	November 5, 2002
DOMINO'S	78/165206	September 18, 2002
DOMINO'S FAJITZZA	78/210441	February 4, 2003
DOMINO'S ONLINE	78/190959	December 4, 2002
DOMINO'S PIZZA BUFFALO CHICKEN KICKERS & DESIGN	78/156759	August 22, 2002
DOMINO'S TOUCHDOWN TAKE-OFF	2626581	September 24, 2002
EXTRAVAGANZA FEAST	2645937	November 5, 2002
HAWAIIAN FEAST	2645936	November 5, 2002
ITALIAN ORIGINALS	2670490	December 31, 2002
MEATZZA FEAST	2645938	November 5, 2002
PEPPERONI FEAST	2645939	November 5, 2002
THE DOMINATOR	1820062	February 8, 1994
VEGI FEAST	2639845	October 22, 2002