

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562586

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Noble Roman's, Inc.		02/07/2020	Corporation: INDIANA
Pizzaco, Inc.		02/07/2020	Corporation: INDIANA
RH Roanoke, Inc.		02/07/2020	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Corbel Capital Partners SBIC, L.P.
Street Address:	11777 San Vicente Blvd., Suite 777
Internal Address:	c/o Corbel Structured Equity Partners
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90049
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5262682	NR CP&P CARPE PIZZA
Registration Number:	5262681	NOBLE ROMAN'S CRAFT PIZZA & PUB
Registration Number:	4333157	SUPERTHIN
Registration Number:	2979940	TUSCANO'S ITALIAN STYLE SUBS
Registration Number:	3717603	SUPERSLICE
Registration Number:	3634645	NOBLE ROMAN'S BISTRO
Registration Number:	1920428	THE BETTER PIZZA PEOPLE
Registration Number:	1741904	NOBLE ROMAN'S PIZZA
Registration Number:	1682308	NOBLE ROMAN'S PIZZA
Registration Number:	1046147	NOBLE ROMAN'S PIZZA MCMLXIX
Registration Number:	1331478	TASTE A BETTER PIZZA
Registration Number:	1362714	MOBLE ROMAN'S
Registration Number:	1167208	NOBLE ROMAN'S
Registration Number:	1117835	NOBLE ROMANS
Registration Number:	0987069	NOBLE ROMAN'S
Registration Number:	5834568	PIZZA VALET

CH \$440.00 5262682

Property Type	Number	Word Mark
Registration Number:	1965018	THE PIZZA BOMB
CORRESPONDENCE DATA		
Fax Number:	2027393001	
<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:	2027395866	
Email:	felicia.gordon@morganlewis.com	
Correspondent Name:	Morgan, Lewis & Bockius LLP	
Address Line 1:	1111 Pennsylvania Avenue, NW	
Address Line 4:	Washington, D.C. 20004	
ATTORNEY DOCKET NUMBER:	111886-0014	
NAME OF SUBMITTER:	Felicia D. Gordon	
SIGNATURE:	/Felicia D. Gordon/	
DATE SIGNED:	02/18/2020	
Total Attachments: 6		
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 7th day of February, 2020, by and among 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 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 Trademark 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 Trademark 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 TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark 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 “Trademark Collateral”):

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

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License,

including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark 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 Trademark 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 Trademark 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 Trademark 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 Trademark 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 trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark 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 Trademark Security Agreement is a Note Document. This Trademark 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

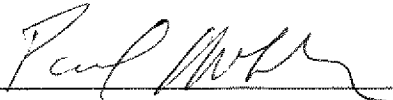
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 AND 26 OF 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 Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

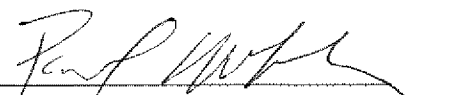
NOBLE ROMAN'S, INC.

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

IN WITNESS WHEREOF, the parties hereto have caused this Trademark 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.

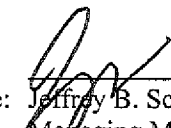
By: _____
Name:
Title:

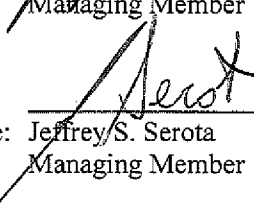
AGENT:


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

Trademark Security Agreement

TRADEMARK

REEL: 006866 FRAME: 0323

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial Number	Filing Date	Registration Number	Registration Date
Noble Roman's, Inc.	United States	 NR CARPE PIZZA	87235009	11/13/2016	5262682	08/08/2017
Noble Roman's, Inc.	United States	NOBLE ROMAN'S CRAFT PIZZA & PUB	87235008	11/13/2016	5262681	08/08/2017
Noble Roman's, Inc.	United States		85800552	12/12/2012	4333157	05/06/2013
Noble Roman's, Inc.	United States		78391416	03/26/2004	2979940	07/26/2005
Noble Roman's, Inc.	United States		77602722	10/29/2008	3717603	12/01/2009
Noble Roman's, Inc.	United States	NOBLE ROMAN'S BISTRO	77602424	10/28/2008	3634645	06/09/2009
Noble Roman's, Inc.	United States	THE BETTER PIZZA PEOPLE	74541678	06/21/1994	1920428	09/19/1995
Noble Roman's, Inc.	United States		74196277	08/19/1991	1741904	12/22/1992
Noble Roman's, Inc.	United States		74183739	07/10/1991	1682308	04/07/1992
Noble Roman's, Inc.	United States		73065937	10/15/1975	1046147	08/10/1976
Noble Roman's, Inc.	United States	TASTE A BETTER PIZZA	73493266	08/03/1984	1331478	04/16/1985
Noble Roman's, Inc.	United States	MOBLE ROMAN'S	73532212	04/15/1985	1362714	09/24/1985

Grantor	Country	Mark	Serial Number	Filing Date	Registration Number	Registration Date
Noble Roman's, Inc.	United States	NOBLE ROMAN'S	73145618	10/25/1977	1167208	09/01/1981
Noble Roman's, Inc.	United States	NOBLE ROMANS	73139745	09/02/1977	1117835	05/08/1979
Noble Roman's, Inc.	United States	NOBLE ROMAN'S	72438427	10/16/1972	0987069	06/25/1974
Noble Roman's, Inc.	United States	PIZZA VALET			5834568	08/13/2019
Noble Roman's, Inc.	United States	THE PIZZA BOMB	74539623	06/20/1994	1965018	04/02/1996