

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ima Pizza LLC		04/29/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4397071	& PIZZA	
Registration Number:	4397072	& PIZZA	
Registration Number:	4518733	&	
Registration Number:	5178086	&	
Registration Number:	5178087	&	
Registration Number:	5236714	ANDPIZZA	
Registration Number:	5381010	&	
Registration Number:	5381354	&	
Registration Number:	5507020	LOVE & PIZZA	
Registration Number:	5603262	&SODA	
Registration Number:	5603264	&TEA	
Registration Number:	5686443	&	
Registration Number:	5697316	FARMER'S DAUGHTER	
Registration Number:	5697317	MAVERICK	
Registration Number:	5697318	MOONSTRUCK	
Registration Number:	5778523	LITTLE GIANTS	
Registration Number:	5834696	&PIZZA	
Registration Number:	5834698	&	
Registration Number:	5863441	&	

CH \$815.00 4397071

Property Type	Number	Word Mark
Registration Number:	5870212	
Registration Number:	6020113	&PIZZA
Registration Number:	6020114	&PIZZA
Registration Number:	6025189	&
Registration Number:	6164908	&
Registration Number:	6251966	&BAR
Serial Number:	90540960	
Serial Number:	86671939	&
Serial Number:	88049666	
Serial Number:	88296629	&BAR
Serial Number:	88481309	&PIZZABLES
Serial Number:	88639074	M15SION
Serial Number:	88927541	AND

CORRESPONDENCE DATA

Fax Number: 2028874288

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.

Phone: 2028874000

Email: dlee@akingump.com

Correspondent Name: David C. Lee

Address Line 1: 2001 K Street, N.W.

Address Line 2: Robert S. Strauss Tower

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 697820.0036

NAME OF SUBMITTER: David C. Lee

SIGNATURE: /David C. Lee/

DATE SIGNED: 05/12/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 29, 2021, is entered into by Ima Pizza LLC, a Delaware limited liability company (the “**Grantor**”) and **ALTER DOMUS (US) LLC**, as Administrative Agent (in such capacity, the “**Assignee**”) pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Assignee, certain of the Grantors and the other parties thereto, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Grantor, as borrower, the Lenders party thereto and the Assignee.

Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the Lien and security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee for the ratable benefit of the Secured Parties a Lien and security interest in all of Grantor’s rights, titles and interests in, to and under the Trademarks and all Proceeds of such Trademarks, whether now owned or existing or at any time hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Obligations provided that this Agreement shall not constitute a grant of a security interest in any Excluded Assets. For the purposes of this Agreement, “**Trademarks**” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof.

(b) The Lien and security interest granted hereby is granted concurrently and in conjunction with the Lien and security interest granted to the Assignee for the ratable benefit of

the Secured Parties under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Termination or Release

In connection with any termination or release pursuant to Section 8.15 of the Guarantee and Collateral Agreement, the Assignee shall promptly execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral, as applicable.

3. Grantor Remains Liable

Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and Trademark Licenses subject to a security interest hereunder.

4. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or as any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and electronic signatures or the keeping of records in electronic form shall be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties hereto hereby represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents, including having the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

IMA PIZZA LLC

By: *michael lastoria*
Name: Michael Lastoria
Title: Chief Executive Officer

ASSIGNEE:

ALTER DOMUS (US) LLC

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007291 FRAME: 0773

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademarks

APPLICATION NUMBER	STATUS	REGISTRATION NUMBER	COUNTRY NAME	MARK / TITLE	OWNER
285830	Registered	285830	United Arab Emirates	& PIZZA	IMAPIZZA LLC
00003272397	Registered	00003272397	United Kingdom	& PIZZA	IMA PIZZA LLC
85/577,452	Registered	4397071	United States of America	& PIZZA	IMA PIZZA LLC
1,764,332	Registered	TMA1027525	Canada	& PIZZA (design)	IMA PIZZA LLC
015141872	Registered	1514872	European Union	& PIZZA (design)	IMA PIZZA LLC
00003272401	Registered	00003272401	United Kingdom	& PIZZA (design)	IMA PIZZA LLC
015141872	Registered	UK00901514872	United Kingdom	& PIZZA (design)	IMA PIZZA LLC
85/577,467	Registered	4397072	United States of America	& PIZZA (design)	IMA PIZZA LLC
1,769,491	Registered	TMA1042503	Canada	& (design)	IMA PIZZA LLC
015141864	Registered	15141864	European Union	& (design)	IMA PIZZA LLC
015141864	Registered	UK009015141864	United Kingdom	& (design)	IMA PIZZA LLC

85/798,715	Registered	4518733	United States of America	& (design)	IMA PIZZA LLC
86/984,487	Registered	5863441	United States of America	& (Design)	IMA PIZZA LLC
86/671,939	Allowed		United States of America	& & DESIGN	IMA PIZZA LLC
88/927,541	Pending		United States of America	AND	IMA PIZZA LLC
285829	Registered	285829	United Arab Emirates	&	IMAPIZZA LLC
86/981,487	Registered	5178086	United States of America	&	IMA PIZZA LLC
86/981,488	Registered	5178087	United States of America	&	IMA PIZZA LLC
86/671,899	Registered	5381010	United States of America	&	IMA PIZZA LLC
86/671,866	Registered	5686443	United States of America	&	IMA PIZZA LLC
86/983,393	Registered	5381354	United States of America	&	IMA PIZZA LLC
00003272402	Registered	00003272402	United Kingdom	ANDPIZZA	IMA PIZZA LLC
2018-107114	Registered	6166079	Japan	ANDPIZZA	IMAPIZZA LLC
87/255,590	Registered	5236714	United States of America	ANDPIZZA	IMA PIZZA LLC

Schedule A

TRADEMARK
REEL: 007291 FRAME: 0775

87/681,699	Registered	5507020	United States of America	LOVE & PIZZA	IMA PIZZA LLC
87/681,698	Registered	5778523	United States of America	LITTLE GIANTS	IMA PIZZA LLC
88/049,666	Pending		United States of America	PIZZA BOX Design	IMA PIZZA LLC
90540960	Pending		United States of America	PIZZA BOX Design	IMA PIZZA LLC
87/770,148	Registered	5603262	United States of America	&SODA	IMA PIZZA LLC
87/770,163	Registered	5603264	United States of America	&TEA	IMA PIZZA LLC
88/077,096	Registered	5697318	United States of America	MOONSTRUCK	IMA PIZZA LLC
88/077,092	Registered	5697317	United States of America	MAVERICK	IMA PIZZA LLC
88/077,091	Registered	5697316	United States of America	FARMERS DAUGHTER	IMA PIZZA LLC
88/179,894	Registered	5870212	United States of America	RESTAURANT CORNER (Design)	IMA PIZZA LLC
88/283,636	Registered	6020113	United States of America	&PIZZA	IMA PIZZA LLC
88/283,638	Registered	6020114	United States of America	&PIZZA	IMA PIZZA LLC

88/283,640	Registered	6025189	United States of America	&	IMA PIZZA LLC
88/283,643	Registered	6164908	United States of America	&	IMA PIZZA LLC
00003417976	Registered	UK00003417976	United Kingdom	&PIZZA	IMA PIZZA LLC
88/296,624	Registered	5834696	United States of America	&PIZZA	IMA PIZZA LLC
00003417975	Registered	00003417975	United Kingdom	&	IMA PIZZA LLC
88/296,638	Registered	5834698	United States of America	&	IMA PIZZA LLC
88/295,828	Registered	6251966	United States of America	&BAR	IMA PIZZA LLC
00003417980	Registered	UK00003417980	United Kingdom	&BAR	IMA PIZZA LLC
88/296,629	Allowed		United States of America	&BAR	IMA PIZZA LLC
88/639074	Allowed		United States of America	M15sion (Design)	IMA PIZZA LLC
88/481,309	Allowed		United States of America	&PIZZABLES	IMA PIZZA LLC

Schedule A