

11-03-2003



102590083

U.S. Department of Commerce
Patent and Trademark Office

Form PTO-1594
(Rev. 6-93)

OFFICE OF PUBLIC RECORDS

2003 OCT 30 AM 9:08

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

10-30-03

1. Name of conveying party(ies)

The Provident Bank

- Individual(s)
- General Partnership
- Corporation-Ohio
- Association
- Limited Partnership

Other _____
Additional name(s) of conveying party(ies) attached? yes no

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

Name: Summitbridge National Investments, LLC

Street Address: Wells Fargo Center, 1700 Lincoln Street,
Suite 2540

City: Denver State: CO Zip: 80203

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? yes no

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 10/17/03

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

B. Trademark Registration No.(s): 1965018 (The Pizza Bomb)

Additional numbers attached? yes no

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

Name: Steven Petrie

Internal Address: 1700 Lincoln St, #2540

Street Address: _____

City: Denver State: CO Zip: 80203

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____
(Attached 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.

John S. Fronduti

Name of Person Signing

Signature

Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

TRADEMARK

REEL: 002921 FRAME: 0113

RECORDATION COVER SHEET PAGE 2
SECTION 4 CONTINUED

Registration Number

Trademark

0987069	Noble Roman's
1046147	Noble Roman's Pizza MCMLXIX
1094817	"Create-Your-Own"
1117835	Noble Romans
1167208	Noble Roman's
1186047	The Monster
1331478	Taste A Better Pizza
1362714	Mobile Roman's
1406969	Pan One!
1421343	Pan Brio
1682308	Noble Roman's Pizza
1708957	Take A Taste On The Wild Side
1724802	Superthin
1741904	Noble Roman's Pizza
1920428	The Better Pizza People
1162471.1	

Lender Assignment and Assumption Agreement

This Assignment and Assumption Agreement ("Agreement") dated as of October 17, 2003 is made between THE PROVIDENT BANK ("Assignor") and SUMMITBRIDGE NATIONAL INVESTMENTS, LLC ("Assignee").

Recitals

A. Assignor is party to the Credit Agreement dated as of August 15, 1994 (as amended, modified, supplemented, restated, or renewed from time to time, the "Credit Agreement"), among Noble Roman's, Inc. ("Borrower"), The Provident Bank, as Agent for the Lenders, and the financial institutions named therein (the "Lenders"). Capitalized terms used in this agreement without definition have the meanings specified in the Credit Agreement.

B. Pursuant to the Credit Agreement, Assignor has committed to make revolving credit loans to the Borrower and has made certain term loans (the "Credit Commitment");

C. Assignor has made revolving loans to the Borrowers under the Credit Agreement (the "Outstanding Revolving Loans");

D. Assignor wishes to assign to assignee all rights and obligations of assignor under the Credit Agreement in respect of the Credit Commitment, together with a corresponding portion of each of the outstanding Revolving Loans and Term Loan in an amount equal to 100% (the "Assigned Amount") on the terms and subject to the conditions set forth herein, and Assignee wishes to accept assignment of such rights and to assume such obligations from Assignor on such terms and subject to such conditions;

Now, therefore, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Assignment and acceptance.

(a) Subject to the terms and conditions of this Agreement, (I) Assignor hereby sells, transfers and assigns to Assignee, and (II) Assignee hereby purchases, assumes and undertakes from Assignor, without recourse and without representation or warranty (except as provided in the Loan Sale Agreement dated as of the date hereof between Assignor and Assignee) 100% (the "Assignee's Percentage Share") of (a) the Credit Commitment and the outstanding Revolving Loans and Term Loan of Assignor and (b) all related rights, benefits, obligations, liabilities and indemnities of Assignor under and in connection with the Credit Agreement and the loan documents.

(b) With effect on and after the Effective Date (as defined in Section 5), Assignee shall be a party to the Credit Agreement and succeed to all of the rights and be obligated to perform all of the obligations of a lender under the Credit Agreement with a credit commitment in an amount equal to the assigned amount. Assignee agrees that it will perform in accordance with

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their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender. It is the intent of the parties hereto that the commitment of Assignor shall, as of the Effective Date, be reduced by an amount equal to the assigned amount and Assignor shall relinquish its rights and be released from its obligations under the Credit Agreement to the extent such obligations have been assumed by Assignee.

- (c) After giving effect to the assignment and assumption, on the Effective Date Assignee's Credit Commitment will be as set forth in the Loan Sale Agreement referred to above.
- (d) After giving effect to the assignment and assumption, on the Effective Date Assignors Credit Commitment will be \$0.00.

2. Payments.

As consideration for the sale, assignment and transfer contemplated in section 1, Assignee shall pay to Assignor on the effective date in immediately available funds an amount equal to the Purchase Price as defined in the Loan Sale Agreement referred to above, representing Assignee's percentage-share of the principal amount of the outstanding Revolving Loans and Term Loan.

3. Reallocation of Payments.

Any interest, fees and other payments accrued to the Effective Date with respect to the Credit Commitment, outstanding Revolving Loans and Term Loan shall be for the account of Assignor. Any interest, fees and other payments accrued on and after the effective date with respect to the assigned amount shall be for the account of Assignee. Each of Assignor and Assignee agrees that it will (a) hold in trust for the other party any interest, fees and other amounts which it may receive to which the other party is entitled pursuant to the preceding sentences and (b) promptly upon receipt, pay to the other party any such amounts which it may receive.

4. Independent credit decision.

Assignee (a) acknowledges that it has received a copy of the Credit Agreement and the schedules and exhibits thereto, together with copies of the most recent financial statements referred to in section 5.1 of the Credit Agreement, and such other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to enter into this agreement; and (b) agrees that it will, independently and without reliance upon Assignor, any agent or any other lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Credit Agreement.

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5. Effective date; notices.

As between Assignor and Assignee, the Effective Date for this Agreement shall be October 17, 2003 (the "Effective Date"); provided that the following conditions precedent have been satisfied on or before the Effective Date:

(i) This Agreement shall be executed and delivered by Assignor and Assignee; and

(ii) The required notice under section 10.2 of the Credit Agreement to the Agent and Borrowers shall have been duly given as of the effective date.

6. Representations and warranties.

(a) Assignor represents and warrants that (I) it is duly organized and existing and it has the full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this agreement and to fulfill its obligations hereunder; (II) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this agreement, and apart from any agreements or undertakings or filings required by the Credit Agreement, no further action by, or notice to, or filing with, any person is required of it for such execution, delivery or performance; (III) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization, and other laws of general application relating to or affecting creditors' rights and to general equitable principles; and (IV) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any lien or other adverse claim;

(b) Assignor makes no representation or warranty in connection with and assumes no responsibility with respect to:

(i) The execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other loan document, or any other instrument or document furnished in connection therewith;

(ii) Any statements, warranties or representations made in or in connection with the credit agreement, any other loan document, or any other instrument or document furnished in connection therewith; or

(iii) The solvency, financial condition or financial statements of the borrowers, or the performance or observance by the borrowers, of any of its

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respective obligations under the Credit Agreement, any other loan document, or any other instrument or document furnished in connection therewith.

- (c) Assignee represents and warrants that (i) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (ii) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and apart from any agreements or undertakings or filings required by the Credit Agreement, no further action by, or notice to, or filing with, any person is required of it for such execution, delivery or performance; and (iii) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles.

7. Further Assurances.

Assignor and Assignee each hereby agrees to execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this agreement, including the delivery of any notices or other documents or instruments to the borrowers or the agents which may be required in connection with the Assignment and Assumption contemplated hereby.

8. Miscellaneous.

- (a) Any amendment or waiver of any provision of this Agreement shall be in writing and signed by the parties hereto. No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of this Agreement shall be without prejudice to any rights with respect to any other or further breach thereof.
- (b) All payments made hereunder shall be made without any set-off or counterclaim.
- (c) Assignor and Assignee shall each pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.
- (d) This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

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- (e) This Agreement shall be governed by and construed in accordance with the law of the state of Ohio. Assignor and Assignee each irrevocably submits to the nonexclusive jurisdiction of any state or federal court sitting in Ohio over any suit, action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal Court. Each party to this Agreement hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.
- (f) Assignor and Assignee each hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with this Agreement, the Credit Agreement, the Loan Documents, any related documents and agreements or any course of conduct, course of dealing, or statements (whether oral or written).
- (g) This Agreement is executed and delivered in connection with the Loan Purchase Agreement dated as of October 16, 2003 between Assignor and Assignee. This Agreement shall not be deemed to alter, impair or limit any right or remedy of either Assignor or Assignee under such Loan Purchase Agreement.

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In witness whereof, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

THE PROVIDENT BANK
Assignor

By: 
Name: Stephen P. Wood
Title: Senior Vice President

Address:
309 Vine Street
Cincinnati, Ohio 45202

SUMMITBRIDGE NATIONAL INVESTMENTS,
LLC
Assignee

By: 
Name:
Title: CONSTANTINE DARLIAS
AUTHORIZED SIGNATORY

Address:
Wells Fargo Center
1700 Lincoln Street, Suite 2540
Denver, Colorado 80203

FROM : NOBLE ROMANS INC
SERIAL BY:

11-27-05 : 1:42PM

LOCKE REYNOLDS-

317 686 2294: # 3/ 7

EXHIBIT "A"

Updated: 11/27/95

NOBLE ROMAN'S, INC.
TRADEMARK STATUS REPORT
U. S. REGISTRATIONS AND APPLICATIONS
ACTIVE FILES

Case File No.	Ser. No. / Reg. No.	Issued / Reg. Date	Mark	Status	Next Action Due
5216/26755	987,069	06/25/74	NOBLE ROMAN'S	Certificate of Renewal Issued on 09/06/94	Renewal Due 06/25/04
5216/26972	1,046,147	08/10/76	NOBLE ROMAN'S & Design	Sections 6 and 15 Declarations Accepted on 08/20/81	Renewal Due 08/10/96
5216/26968	1,094,817	06/27/78	CREATE-YOUR-OWN	Sections 8 and 15 Declarations Accepted on 07/08/83	Renewal Due 06/27/98
5216/26976	1,117,835	05/08/79	NOBLE ROMAN'S	Sections 8 and 15 Declarations Accepted on 06/27/94	Renewal Due 05/08/99
5216/26975	1,167,208	09/01/81	NOBLE ROMAN'S	Sections 8 and 15 Declarations Accepted on 09/16/87	Renewal Due 09/01/01
5216/26974	1,186,047	01/12/82	THE MONSTER	Sections 8 and 15 Declarations Accepted on 09/14/87	Renewal Due 01/12/02
5216/26978	1,331,478	04/16/85	TASTE A BETER BTEZA	Section 8 Declaration Accepted on 07/30/90	Renewal Due 04/16/95
5216/26977	1,362,714	09/24/85	NOBLE ROMAN'S	Sections 8 and 15 Declarations Accepted on 12/23/91	Renewal Due 09/24/05

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FROM : NOBLE ROMAN INC
SENT BY :

11-27-05 : 1:45PM :

LOCKE REYNOLDS-

PHONE NO. : 317 665 2294

317 665 2294;# 4 / 7

5216/26982	1,406,969	08/26/86	PAW ONE! (Stylized)	Sections 8 and 15 Declarations Accepted on 01/21/92	Renewal Due 08/26/06
5216/26982	1,421,343	12/16/86	PAR BRIO	Sections 8 and 15 Declarations Accepted on 05/18/93	Renewal Due 12/16/06
5216/26982	1,682,306	04/07/92	NOBLE ROMAN'S PIZZA & Design		Sections 8 and 15 Declarations Due Between 04/07/97 and 04/07/98
5216/26979	1,700,957	08/18/92	TAKE A TASTE ON THE WILD SIDE & Design		Sections 8 and 15 Declarations Due Between 08/18/97 and 08/18/98
5216/26980	1,724,802	10/13/92	SUPERTHIN		Sections 8 and 15 Declarations Due Between 10/13/97 and 10/13/98
5216/26967	1,741,904	12/22/92	Master Design		Sections 8 and 15 Declarations Due Between 12/22/97 and 12/22/98
5216/26757	1,940,438	09/19/95	THE BETTER PIZZA PEOPLE		Sections 8 and 15 Declarations Due Between 09/19/00 and 09/19/01
5216/26756	74/539,623	06/20/94	THE PIZZA BOMB	Pending Application Approved for Publication	

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PHONE NO. : 317 685 2294

FROM : NOBLE ROMANS INC
SENT BY:

11-27-03 ; 1:48PM ;

LOCKE REYNOLDS-

317 685 2294:# 5/ 7

NOBLE ROMAN'S, INC.
TRADEMARK STATUS REPORT
INDIANA REGISTRATIONS
ACTIVE FILES

5216/26973	5009-932	10/18/78	NOBLE ROMAN'S	Renewed on 05/11/82 add on 09/22/92	Renewal Due 10/15/02
5216/26956	5009-5111	07/15/83	LITTS SIZE	Renewed on 11/09/92	Renewal Due 02/13/03
5216/26971	5009-2535	06/29/90	TEE MONSTER		Renewal Due 06/28/00
5216/26970	5009-2798	12/14/90	WE MAKE PIZZA SPECIAL FOR YOU		Renewal Due 12/13/00

COLUMBIANA
MICH