TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance from an assignment of entire interest into a security interest previously recorded on Reel 001427 Frame 0786. Assignor(s) hereby confirms the security interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Noble Roman's, Inc.		12/05/1995	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	The Provident Bank
Street Address:	One East Fourth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	Ohio banking corporation: OHIO

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	987069	NOBLE ROMAN'S
Registration Number:	1046147	NOBLE ROMAN'S PIZZA MCMLXIX
Registration Number:	1117835	NOBLE ROMANS
Registration Number:	1167208	NOBLE ROMAN'S
Registration Number:	1186047	THE MONSTER
Registration Number:	1331478	TASTE A BETTER PIZZA
Registration Number:	1362714	MOBLE ROMAN'S
Registration Number:	1406969	PAN ONE!
Registration Number:	1421343	PAN BRIO
Registration Number:	1682308	NOBLE ROMAN'S PIZZA
Registration Number:	1920428	THE BETTER PIZZA PEOPLE
Serial Number:	74539623	THE PIZZA BOMB

OP $315.00 987069

CORRESPONDENCE DATA

Fax Number: (317)684-5173
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (317) 684-5362
Email: trademark@boselaw.com
Correspondent Name: Jennifer L. Day
Address Line 1: 135 N. Pennsylvania Street
Address Line 2: 2700 First Indiana Plaza
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Jennifer L. Day
Signature:	/Jennifer L. Day/
Date:	06/14/2005

Total Attachments: 5
source=Noble Roman's Security Interest#page1.tif
source=Noble Roman's Security Interest#page2.tif
source=Noble Roman's Security Interest#page3.tif
source=Noble Roman's Security Interest#page4.tif
source=Noble Roman's Security Interest#page5.tif

ASSIGNMENT OF TRADEMARKS

WHEREAS, NOBLE ROMAN'S, INC., a corporation, with its chief executive office at One Virginia Avenue, Suite 800, Indianapolis, Indiana, 46204, ("Assignor"), has acquired, adopted and used, and is using, the trademarks listed on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Assignor and THE PROVIDENT BANK, as Agent, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), have entered into that certain Credit Agreement by and between Assignor, and Assignee as agent for various Lenders listed on Schedule 1 attached to the Credit Agreement dated of even date herewith (the "Credit Agreement"), by which Assignee has acquired security interests in said trademarks and the applications or registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to the said trademarks, together with the goodwill of the business symbolized by the trademarks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

(a) that Assignor is the sole and exclusive owner of the trademarks and all rights comprised in the trademarks and has the full authority to make this assignment;

(b) that the trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;

(c) that the validity of the trademarks has never been questioned;

(d) that, except with respect to license and rights granted to franchisee's of the Assignor, Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and

(e) that, except with respect to license and rights granted to franchisee's of the Assignor, the trademarks and all rights comprised in the trademarks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF TRADEMARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Trademarks as of this 5th day of December, 1995.

NOBLE ROMAN'S, INC.

By: Paul Mobley

STATE OF OHIO)
) : SS
COUNTY OF HAMILTON)

On this 5th day of December, 1995, before me personally appeared Paul Mobley, the President of the corporation, who signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

Kimberley S. Smith
Notary Public
KIMBERLEY S. SMITH
Notary Public, State of Ohio
My Commission Expires Nov. 12, 1996

EXHIBIT "A"

Updated: 11/27/95

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

LRBAW File No.	Ser. No./ Reg. No.	Filing/ 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 8 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 03/16/87	Renewal Due 09/01/01
5216/26974	1,186,047	01/12/82	THE MONSTER	Sections 8 and 15 Declarations Accepted on 08/14/87	Renewal Due 01/12/02
5216/26978	1,331,478	04/16/85	TASTE A BETTER PIZZA	Section 8 Declaration Accepted on 07/30/90	Renewal Due 04/16/05
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

5216/26981	1,406,969	08/26/86	PAN 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	PAN BRIO	Sections 8 and 15 Declarations Accepted on 05/18/93	Renewal Due 12/16/06
5216/26969	1,682,308	04/07/92	NOBLE ROMAN'S PIZZA & Design		Sections 8 and 15 Declarations Due Between 04/07/97 and 04/07/98
5216/26979	1,708,957	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	1,714,802	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	Monster Design		Sections 8 and 15 Declarations Due Between 12/22/97 and 12/22/98
5216/26757	1,920,428	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	

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

LRBLW File No.	Reg. No.	Reg. Date	Mark	Comments	Next Action Due
5216/26973	5009-932	10/18/72	NOBLE ROMAN'S	Renewed on 05/11/82 and on 09/22/92	Renewal Due 10/15/02
5216/26966	5009-5111	02/15/83	LITE SIZE	Renewed on 11/09/92	Renewal Due 02/13/03
5216/26971	5009-2535	06/29/90	THE MONSTER		Renewal Due 06/28/00
5216/26970	5009-2798	12/14/90	WE MAKE PIZZA SPECIAL FOR YOU		Renewal Due 12/13/00

[illegible]