TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Noble Roman's, Inc.		08/25/2005	CORPORATION: INDIANA
Pizzaco, Inc.		08/25/2005	CORPORATION: INDIANA
N.R. Realty, Inc.		08/25/2005	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	5938 Priestly Drive, Suite 200
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2979940	TUSCANO'S ITALIAN STYLE SUBS
Registration Number:	2773290	NOBLE ROMAN'S CAFE TO-GO
Registration Number:	1920428	THE BETTER PIZZA PEOPLE
Registration Number:	1965018	THE PIZZA BOMB
Registration Number:	1741904	NOBLE ROMAN'S PIZZA
Registration Number:	1682308	NOBLE ROMAN'S PIZZA
Registration Number:	1421343	PAN BRIO
Registration Number:	1406969	PAN ONE!
Registration Number:	1362714	MOBLE ROMAN'S
Registration Number:	1331478	TASTE A BETTER PIZZA
Registration Number:	1186047	THE MONSTER
Registration Number:	1167208	NOBLE ROMAN'S

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Registration Number:	1117835	NOBLE ROMANS
Registration Number:	1046147	NOBLE ROMAN'S PIZZA MCMLXIX
Registration Number:	987069	NOBLE ROMAN'S

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin Brown & Wood LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/26/2005

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of August 25, 2005, by and among NOBLE ROMAN'S, INC., an Indiana corporation, PIZZACO, INC., an Indiana corporation and N.R. REALTY, INC., an Indiana corporation (individually and collectively, as the context requires, with such determination to be made by Lender (as hereinafter defined) in its Sole Discretion, "Debtor") and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Lender").

RECITALS

A. Pursuant to the terms of that certain Loan Agreement of even date herewith among the Debtor and Lender (as amended, restated, modified or otherwise supplemented from time to time, the "Loan Agreement"), Lender has agreed to provide Debtor a loan in the principal amount of Nine Million and No/100ths Dollars ($9,000,000) (the "Loan"). All initially capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

B. The Loan shall be evidenced by the Loan Agreement and a note (the "Note") and secured by, in part, this Agreement.

AGREEMENT

NOW, THEREFORE, as a material inducement to Lender to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby does irrevocably and unconditionally warrant and represent unto and covenant with Lender, as follows:

1. To secure the Obligations, Debtor grants and pledges to Lender a security interest in all of Debtor's right, title and interest in, to and under its intellectual property collateral (including without limitation the patent listed on Exhibit A hereto and those trademarks listed on Exhibit B hereto, but excluding any rights of Debtor as a licensee of intellectual property to the extent the grant of a security interest in or assignment thereof is not permitted under the license agreement or other governing document), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) payable to or received or receivable by Debtor under, or in connection with the intellectual property collateral, the right to sue for past, present and future infringements (which right Lender shall not exercise unless an Event of Default shall have occurred and be continuing), and all rights corresponding thereto throughout the world.

2. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity.

3. All rights of Lender hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors and assigns.

TRADEMARK
REEL: 003147 FRAME: 0816

4. Each right, power and remedy of Lender provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any Person, including Lender , of any or all other rights, powers or remedies.

5. This Agreement shall automatically terminate upon the payment and performance in full of all of the Obligations.

6. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE APPLICABLE LAWS OF THE UNITED STATES.

TRADEMARK
REEL: 003147 FRAME: 0817

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT WITH NOBLE ROMAN'S, INC., PIZZACO, INC. AND N.R. REALTY, INC.

LENDER:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: Brian J. Roach
Title: Managing Director

By: _____
Name: James Kendrick Noble III
Title: Managing Director

Address:
Wells Fargo Bank, National Association
5938 Priestly Drive, Suite 200
Carlsbad, California 92008
Attention: Loan Administration

[Intellectual Property Security Agreement Signature Page]

CHI 3306575v.3

TRADEMARK
REEL: 003147 FRAME: 0818

DEBTOR:

NOBLE ROMAN'S, INC., an Indiana corporation

By: _____
Paul W. Mobley,
Chairman of the Board and Chief Executive Officer

PIZZACO, INC., an Indiana corporation

By: _____
Paul W. Mobley,
Chairman of the Board and Chief Executive Officer

N.R. REALTY, INC., an Indiana corporation

By: _____
Paul W. Mobley,
Chairman of the Board and Chief Executive Officer

[Intellectual Property Security Agreement Signature Page]

TRADEMARK
REEL: 003147 FRAME: 0819

Exhibit A-Patents

TITLE OF INVENTION	ISSUE DATE	PATENT NO.	FILE DATE	APPLICATION NUMBER
SERVICE KIOSK	4/20/2004	D488666	10/10/2002	168920

Exhibit B-Trademarks

Trademark	Registration Date	Registration No.	File Date.	Serial No.
TUSCANO'S ITALIAN STYLE SUBS	7/26/2005	2979940	3/26/2004	78391416
NOBLE ROMAN'S CAFÉ TO-GO	10/14/2003	2773290	8/19/2002	2773290
THE BETTER PIZZA PEOPLE	9/19/1995	1920428	6/21/1994	74541678
THE PIZZA BOMB	4/2/1996	1965018	6/20/1994	74539623
NOBLE ROMAN'S PIZZA	12/22/1992	1741904	8/19/1991	74196277
NOBLE ROMAN'S PIZZA	4/7/1992	1682308	1682308	74183739
PAN BRIO <SPIRIT>	12/16/1986	1421343	4/14/1986	73593237
PAN ONE!	8/26/1986	1406969	11/22/1985	73569861
MOBLE ROMAN'S	9/24/1985	1362714	4/15/1985	73532212
TASTE A BETTER PIZZA	4/16/1985	1331478	8/3/1984	73493266
THE MONSTER	1/12/1982	1186047	6/20/1980	73267212
NOBLE ROMAN'S	9/1/1981	1167208	10/25/1977	73145618
NOBLE ROMANS	5/8/1979	1117835	9/2/1977	73139745
NOBLE ROMAN'S PIZZA MXMLXIX	8/10/1976	1046147	10/15/1975	73065937

NOBLE ROMAN'S	6/25/1974	987069	10/16/1972	72438427

CHI 3306575v.3