

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Donatos Pizzeria, LLC		08/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	41 South High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	78877391	CIABUNDLE
Serial Number:	78740743	D DONATOS
Serial Number:	78590367	ORDER RESPONSIBLY
Registration Number:	3067090	NO DOUGH LOW CARB PIZZA
Registration Number:	3065919	LIFE'S TOO SHORT FOR MEDIOCRE PIZZA
Registration Number:	3061320	NODOUGH
Registration Number:	3022552	ALLA CASA!
Registration Number:	2848133	RANDOM ACTS OF PIZZA
Registration Number:	2784121	ESTABLISHED 1963 DONATOS PIZZERIA "TO SERVE THE BEST PIZZA"
Registration Number:	2779385	DONATOS 3D ACCESS
Registration Number:	2774080	DONATOS PIZZERIA
Registration Number:	2758078	ESTABLISHED 1963 DONATOS PIZZERIA "TO SERVE THE BEST PIZZA"

CH \$740.00 78877391

Registration Number:	2708671	ESTABLISHED 1963 DONATOS PIZZA "TO SERVE THE BEST PIZZA"
Registration Number:	2651228	ON-CALL
Registration Number:	2622437	CHICKEN VEGY MEDLEY
Registration Number:	2564705	RESPECT THE PIZZA
Registration Number:	2542660	HOT2U
Registration Number:	2538905	NO STOPPING OUR TOPPINGS
Registration Number:	2438060	DONATOS PIZZA
Registration Number:	2399972	DONATOS PIZZA
Registration Number:	2397381	100% PIZZA
Registration Number:	2124613	MARIACHI BEEF
Registration Number:	2117646	EDGE TO EDGE
Registration Number:	2117144	DONATOS
Registration Number:	2112005	CLASSIC TRIO
Registration Number:	2111491	DONATOS PIZZA SIZZLING HOT!
Registration Number:	2089194	FOUNDER'S FAVORITE
Registration Number:	2048517	BEST ON THE BLOCK
Registration Number:	1911640	BIG DON

CORRESPONDENCE DATA

Fax Number: (614)227-2100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614-227-2182
Email: ipdocket@porterwright.com
Correspondent Name: Karen K. Hammond
Address Line 1: 41 South High Street
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	0266900-149704
NAME OF SUBMITTER:	Karen K. Hammond
Signature:	/karenkhammond/
Date:	09/07/2006

Total Attachments: 8

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SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2006, by DONATOS PIZZERIA, LLC, a Delaware limited liability company (the "Borrower"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors") in favor of THE HUNTINGTON NATIONAL BANK ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2004 (as amended, modified or supplemented from time to time, including without limitation by that certain First Amendment to Credit Agreement (the "Amendment") dated of even date herewith, the "Credit Agreement") between Borrower and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of Lender (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Amendment and to induce Lender to continue to make extensions of credit to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any

Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement


The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

DONATOS PIZZERIA, LLC,
as Borrower and Grantor

By: 
Name: *Dolk Koneis*
Title: *CFO*

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK

By: 
Name: *David O'Connell*
Title: *Officer*

ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 22 day of August, 2006 before me personally appeared Doug Laurie, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Donatos Pizzeria, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Mary M. Dolby
Notary Public



MARY M. DOLBY
Notary Public
In and for the State of Ohio
My Commission Expires
June 18, 2008

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Reg. No.</u>	<u>Trademark/Service Mark – Principal Register</u> <u>Reg. Date, Int'l Class(es)</u>
1,911,640	BIG DON Aug. 15, 1995, cl. 30 Section 8 & 9 Accepted 5/19/05
2,048,517	BEST ON THE BLOCK Mar. 25, 1997, cl. 42 Section 8 & 15 Accepted 1/3/2003
2,089,194	FOUNDER'S FAVORITE Aug. 19, 1997, cl. 30 Section 8 & 15 Accepted 1/28/2003
2,111,491	DONATOS PIZZA SIZZLING HOT! (Design) Nov. 11, 1997, cl. 30 Section 8 & 15 Accepted 1/23/2004
2,112,005	CLASSIC TRIO Nov. 11, 1997, cl. 30 Section 8 & 15 Accepted 2/26/2003
2,117,144	DONATOS Dec. 2, 1997, cl. 30, 42 Section 8 & 15 Accepted 2/22/2003
2,117,646	EDGE TO EDGE Dec. 2, 1997, cl. 30 Section 8 & 15 Accepted 3/06/2003
2,124,613	MARIACHI BEEF Dec. 30, 1997, cl. 30 Section 8 & 15 Accepted 9/27/03

Reg. No. **Trademark/Service Mark – Principal Register**
Reg. Date, Int'l Class(es)

2,397,381 100% PIZZA
October 24, 2000, cl. 30, 42

2,399,972 MISCELLANEOUS DESIGN (HAND)
October 31, 2000, cl. 42



2,438,060 DONATOS PIZZA (Design)
March 27, 2001, cl. 30, 42



2,538,905 NO STOPPING OUR TOPPINGS
February 19, 2002, cl. 30, 42

2,542,660 HOT2U
February 26, 2002, cl. 21

2,564,705 RESPECT THE PIZZA
April 23, 2002, cl. 30, 42

2,651,228 ON-CALL
November 19, 2002, cl. 42

2,708,671 ESTABLISHED 1963 DONATOS PIZZA
"TO SERVE THE BEST PIZZA"
April 22, 2003, cl. 30, 43



Reg. No. **Trademark/Service Mark – Principal Register**
Reg. Date, Int'l Class(es)

2,758,078 ESTABLISHED 1963 DONATOS PIZZERIA
"TO SERVE THE BEST PIZZA" (Logo)
September 2, 2003, cl. 30, 42



2,774,080 DONATOS PIZZERIA
October 14, 2003, cl. 30, 42

2,784,121 ESTABLISHED 1963 DONATOS PIZZERIA
"TO SERVE THE BEST PIZZA"
November 18, 2003, cl. 30, 43



2,779,385 DONATOS 3D ACCESS
November 4, 2003, cl. 43
I.

2,848,133 RANDOM ACTS OF PIZZA
June 1, 2004, cl. 42

3,067,090 NO DOUGH LOW CARB PIZZA (and
Design)
March 14, 2006, cl. 29



3,022,552 ALLA CASA (and Design)
December 6, 2005, cl. 30



3,065,919 LIFE'S TOO SHORT FOR MEDIOCRE
PIZZA
March 7, 2006, cl. 43

Supplemental Register

<u>Reg. No.</u>	<u>U.S. TRADEMARK/SERVICE MARK – SUPPLEMENTAL REGISTER</u> <i>Reg. Date, Int'l Class(es)</i>
2,622,437	CHICKEN VEGY MEDLEY September 17, 2002, cl. 30
3,061,320	NODOUGH February 21, 2006, cl. 30

B. TRADEMARK APPLICATIONS

<u>Ser. No.</u>	<u>Pending Trademark/Service Mark</u> <i>Appl. Date - Int'l Class(es)</i>
78/590,367	ORDER RESPONSIBLY Filed March 18, 2005, class 43 Notice of Allowance issued March 7, 2006
78/740,743	D DONATOS (Design) Filed October 26, 2005, cl. 43 To be published in the August 1, 2006, edition of the Official Gazette
78/877,391	CIABUNDLE Filed May 5, 2006, cl. 30

C. TRADEMARK LICENSES

None