

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ziegler's NYPD, LLC		10/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Main Street Capital Corporation		
<b>Street Address:</b>	1300 Post Oak Blvd.		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77056		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3040505	ZIEGLER'S NEW YORK PIZZA DEPT	
<b>Serial Number:</b>	78954440	ZIEGLER'S NEW YORK PIZZA DEPT.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7135472292		
<b>Email:</b>	laniers@haynesboone.com		
<b>Correspondent Name:</b>	Haynes and Boone, LLP, Lam Nguyen		
<b>Address Line 1:</b>	901 Main Street		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	39388.6		
<b>NAME OF SUBMITTER:</b>	Lam Nguyen		

**CH \$65.00 3040505**

Signature:	/Lam Nguyen/
Date:	10/03/2008
<b>Total Attachments: 5</b> source=SecondLienTMSecAgmt#page1.tif source=SecondLienTMSecAgmt#page2.tif source=SecondLienTMSecAgmt#page3.tif source=SecondLienTMSecAgmt#page4.tif source=SecondLienTMSecAgmt#page5.tif	

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2008 by ZIEGLER'S NYPD, LLC, a Delaware limited liability company (the "*Grantor*"), in favor of MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as administrative agent and collateral agent for the Lenders (defined below) (in such capacity, "*Agent*") for itself and the other Lenders.

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Loan Agreement, dated as of October 1, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among the Grantor, as borrower, Agent, and the banks and other financial institutions (the "*Lenders*") from time to time parties thereto, and the other agents party thereto, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, that certain Security Agreement, dated as of the date hereof, executed by Grantor in favor of Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"), is integral to the transactions contemplated by the Credit Agreement, and its execution and delivery is a condition precedent to Lenders' obligations to extend credit under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent 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.** 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 Obligations, hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*");

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto (as such Schedule may be amended from time to time by the addition of Trademarks and Trademark Licenses, subsequently created or acquired, by execution of a supplement in substantially the same form of Exhibit A attached hereto);

(b) all renewals 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 any claim by 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 Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

IN WITNESS WHEREOF, 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.

*Remainder of Page Intentionally Left Blank.  
Signature Page to Follow.*

Very truly yours,

ZIEGLER'S NYPD, LLC

By: Nicole West  
Name: Nicole West  
Title: DOO

ACKNOWLEDGEMENT OF GRANTOR

STATE OF ARIZONA )

COUNTY OF Maricopa )

ss.


On this day of September 29, 2008, before me personally appeared Nicole Jen West, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ziegler's NYPD, 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 as authorized by its members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Patti L. Havens  
Notary Public



Accepted and Agreed:

MAIN STREET CAPITAL CORPORATION,  
as Agent

By:   
Name: DAVID MAGDOL  
Title: SENIOR VICE PRESIDENT

Schedule I  
to  
Second Lien Trademark Security Agreement  
Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Owner</u>
ZIEGLER'S NEW YORK PIZZA DEPT	3040505	01/10/2006	Ziegler's NYPD, LLC

B. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner</u>
ZIEGLER'S NEW YORK PIZZA DEPT and DESIGN	78/954,440	08/17/2006	Ziegler's NYPD, LLC