

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
VPC Pizza IP, LLC		11/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Victory Park Management, LLC, as collateral agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 3900		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1160481	GIORDANO'S	
<b>Registration Number:</b>	2824400	GIORDANO' S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)609-5005		
<b>Phone:</b>	312-609-7897		
<b>Email:</b>	hmiller@vedderprice.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	44185.00.0001		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>Signature:</b>	/Holly Miller/		

CH \$65.00 1160481

Date:

12/05/2011

**Total Attachments: 5**

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## **TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is entered into as of November 30, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and VICTORY PARK MANAGEMENT, LLC, in its capacity as Collateral Agent (together with its successors, "Collateral Agent") for the Lenders (as defined below).

### **WITNESSETH:**

WHEREAS, pursuant to that certain Financing Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), by and among VPC Pizza Operating Corp., a Delaware corporation ("VPC Pizza"), the Grantors and certain other subsidiaries of VPC Pizza (collectively, the "Borrowers"), the various banks and lending institutions party thereto as a "Lender" (each a "Lender", and collectively, the "Lenders") and Victory Park Management, LLC, in its capacity as Agent ("Agent"), Lenders have agreed to make loans to the Borrowers;

WHEREAS, in order to induce Collateral Agent and Lenders to enter into the Financing Agreement and other Transaction Documents (as defined in the Financing Agreement) and to induce Lenders to make the loans as provided for in the Financing Agreement, Grantors have agreed to execute and deliver to Collateral Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK AND COPYRIGHT COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Copyrights and Copyright Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(c) all renewals of each of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark, each Trademark Intellectual Property License, each Copyright and each Copyright Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any (x) Trademark or any Trademark licensed under any Intellectual Property License, (y) Copyright or any Copyright licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, copyrights or service marks, the provisions of this Agreement shall automatically apply thereto. Grantors shall give notice in writing to Collateral Agent promptly (and in any event within five Business Days following its monthly reporting requirements under the Financing Agreement) with respect to any such new trademarks or copyrights for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark or copyright rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Transaction Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement

is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any other Transaction Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement or any other Transaction Document refer to this Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Transaction Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Transaction Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Transaction Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Financing Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full in cash and no commitments of the Agent or the Lenders which would give rise to any Obligations are outstanding.

[remainder of page intentionally left blank]

*(Signature Page to Trademark and Copyright Security Agreement)*

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

**GRANTOR:**

**VPC PIZZA IP, LLC**

By: 

Name: Scott Zernick

Title: President

**ACKNOWLEDGED AND AGREED:**

**VICTORY PARK MANAGEMENT,  
LLC, as Collateral Agent**


By: 

Its: Manager

SCHEDULE I

Intellectual Property Registrations

**Registered Trademarks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Goods/Services</b>	<b>Owner</b>
United States	GIORDANO'S and Design 	1160481	July 7, 1981	Restaurant services (Int. Class 42)	VPC Pizza IP, LLC
United States	GIORDANO'S	2824400	March 23, 2004	Pizza (Int. Class 30) Restaurant services(Int. Class 42)	VPC Pizza IP, LLC
Illinois	GIORDANO'S	IL 84982	March 21, 2000	Pizzeria	VPC Pizza IP, LLC
Illinois	GIORDANO'S	IL 84983	March 21, 2000	Pizza	VPC Pizza IP, LLC

**U.S. Copyright Registrations**

<b>Copyright Title</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Owner</b>
Employee handbook	TX 1-147-344	1983	VPC Pizza IP, LLC
Giordano's pizza; color photograph	VAu 85-570	1985	VPC Pizza IP, LLC
Color photograph	VAu 85-571	1985	VPC Pizza IP, LLC
Giordano's International Franchise Systems, Inc.; photos for slide presentation	VAu 85-572	1985	VPC Pizza IP, LLC

**Patents**

None.

**Domain Name Registrations**

<b>Domain Name</b>	<b>Registrar</b>	<b>Expiration Date</b>
Giordanos.com	Network Solutions LLC	10/01/2013
Randolphpartners.com	Network Solutions LLC	03/08/2014