

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Giordano's Enterprises, Inc.		11/30/2011	CORPORATION: ILLINOIS
Giordano's Franchise, Inc.		11/30/2011	CORPORATION: ILLINOIS
Giordano's of Florida, Inc.		11/30/2011	CORPORATION: ILLINOIS
Giordano's Restaurants, Inc.		11/30/2011	CORPORATION: ILLINOIS
Giordano's Famous Stuffed Pizza, Inc.		11/30/2011	CORPORATION: ILLINOIS
Americana Foods, Inc.		11/30/2011	CORPORATION: ILLINOIS
Pizza Pizazze, Inc.		11/30/2011	CORPORATION: ILLINOIS
Giordano's, LLC		11/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
JBA Equipment Finance, Inc.		11/30/2011	CORPORATION: ILLINOIS
Belmont Pizza, Inc.		11/30/2011	CORPORATION: ILLINOIS
Rush Pizza, Inc.		11/30/2011	CORPORATION: ILLINOIS
Greektown Pizza, Inc.		11/30/2011	CORPORATION: ILLINOIS
Rosemont Pizza, Inc.		11/30/2011	CORPORATION: ILLINOIS
Willowbrook Pizza, Inc.		11/30/2011	CORPORATION: ILLINOIS
Illinois Management Company, Inc.		11/30/2011	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	VPC Pizza Operating Corp.
<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>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1160481	GIORDANO'S

CH \$65.00 1160481

Registration Number:

2824400

GIORDANO' S

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005

Phone: 312-609-7897

Email: hmiller@vedderprice.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

44185.00.0001

NAME OF SUBMITTER:

Holly Miller

Signature:

/Holly Miller/

Date:

12/05/2011

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated as of November 30, 2011 (this "Agreement"), is made and entered into by and among GIORDANO'S ENTERPRISES, INC., an Illinois corporation, GIORDANO'S FRANCHISE, INC., an Illinois corporation, GIORDANO'S OF FLORIDA, INC., an Illinois corporation, GIORDANO'S RESTAURANTS, INC., an Illinois corporation, GIORDANO'S FAMOUS STUFFED PIZZA, INC., an Illinois corporation, AMERICANA FOODS, INC., an Illinois corporation, PIZZA PIZAZZE, INC., an Illinois corporation, GIORDANO'S, LLC, a Delaware limited liability company, JBA EQUIPMENT FINANCE, INC., an Illinois corporation, BELMONT PIZZA, INC., an Illinois corporation, RUSH PIZZA, INC., an Illinois corporation, GREEKTOWN PIZZA, INC., an Illinois corporation, ROSEMONT PIZZA, INC., an Illinois corporation, WILLOWBROOK PIZZA, INC., an Illinois corporation, and ILLINOIS MANAGEMENT COMPANY, INC., an Illinois corporation (collectively the "ASSIGNOR"), each acting by and through Philip V. Martino the duly appointed and serving chapter 11 trustee ("Trustee"), and VPC PIZZA OPERATING CORP., a Delaware corporation ("ASSIGNEE"). ASSIGNOR and ASSIGNEE are sometimes herein referred to collectively as the "Parties" and each individually as a "Party."

**WHEREAS**, ASSIGNOR and ASSIGNEE entered into a certain Asset Purchase Agreement (the "APA"), which conveyed from ASSIGNOR to ASSIGNEE the entire right, title and interest in, to, and under the United States and foreign trademark registrations and trademark applications listed in Trademark Assignment Schedule hereto;

**WHEREAS**, the APA contained certain confidential, proprietary, and/or trade secret information of ASSIGNOR and/or ASSIGNEE; and

**WHEREAS**, ASSIGNOR and ASSIGNEE wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the APA, which are not confidential, proprietary and/or trade secrets of any Party, and making said terms of record in the U.S. Patent and Trademark Office and foreign trademark offices.

**FOR GOOD AND VALUABLE CONSIDERATION** set forth in the APA, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree:

ASSIGNOR hereby confirms that it will sell, assign, and transfer and does hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, all right, title, and interest in, to and under the marks set forth in Trademark Assignment Schedule, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing, and including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the marks (collectively, the "Transferred Marks").

ASSIGNOR hereby agrees to execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to ASSIGNEE and its respective successors or assigns, all of the properties, rights, titles, interests,

estates, remedies, powers and privileges intended to be assigned to ASSIGNEE under this Agreement.

ASSIGNOR hereby authorizes and requests the U.S. Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record ASSIGNEE as the owner of the Transferred Marks.

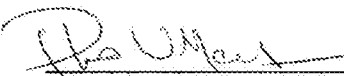
In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the APA, the terms of the APA will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the APA.

*[signature pages follows]*


IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed as of the date first written above.

**ASSIGNOR:**

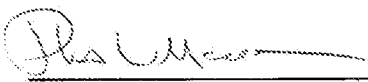
GIORDANO'S ENTERPRISES, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Giordano's Enterprises, Inc.

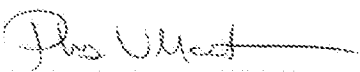
GIORDANO'S FRANCHISE, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Giordano's Franchise, Inc.

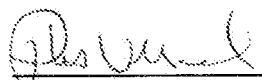
GIORDANO'S OF FLORIDA, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Giordano's of Florida, Inc.


GIORDANO'S RESTAURANTS, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Giordano's Restaurants, Inc.


GIORDANO'S FAMOUS STUFFED PIZZA, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Giordano's Famous Stuffed  
Pizza, Inc.

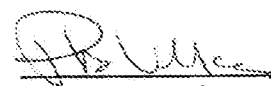
AMERICANA FOODS, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Americana Foods, Inc.


PIZZA PIZAZZE, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Pizza Pizazze, Inc.

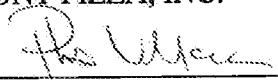
GIORDANO'S, LLC

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Giordano's, LLC


JBA EQUIPMENT FINANCE, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for JBA Equipment Finance, Inc.

BELMONT PIZZA, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Belmont Pizza, Inc.

RUSH PIZZA, INC.

By:   
Philip V. Martino, not individually but solely as  
chapter 11 trustee for Rush Pizza, Inc.

GREEKTOWN PIZZA, INC.

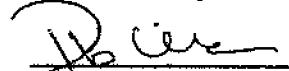
By:



Philip V. Martino, not individually but solely as  
chapter 11 trustee for Greektown Pizza, Inc.

ROSEMONT PIZZA, INC.

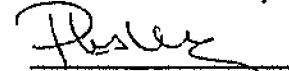
By:



Philip V. Martino, not individually but solely as  
chapter 11 trustee for Rosemont Pizza, Inc.

WILLOWBROOK PIZZA, INC.

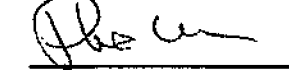
By:



Philip V. Martino, not individually but solely as  
chapter 11 trustee for Willowbrook Pizza, Inc.

ILLINOIS MANAGEMENT COMPANY, INC.

By:



Philip V. Martino, not individually but solely as  
chapter 11 trustee for Illinois Management  
Company, Inc.

**ASSIGNEE:**


VPC PIZZA OPERATING CORP.

By:



Name: Scott R. Zernick  
Title: Authorized Signatory

TRADEMARK ASSIGNMENT SCHEDULE

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Issue Date</b>	<b>Goods/Services</b>	<b>Owner</b>	<b>Comments</b>
United States	GIORDANO'S and Design 	1160481	July 7, 1981	Restaurant services (Int. Class 42)	Giordano's Enterprises, Inc.	Encumbered by security interest held by Fifth Third Bank.
United States	GIORDANO'S	2824400	March 23, 2004	Pizza (Int. Class 30) Restaurant services(Int. Class 42)	Giordano's Enterprises, Inc.	Encumbered by security interest held by Fifth Third Bank.
Illinois	GIORDANO'S	IL 84982	March 21, 2000	Pizzeria	Giordano's Enterprises, Inc.	
Illinois	GIORDANO'S	IL 84983	March 21, 2000	Pizza	Giordano's Enterprises, Inc.	

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