

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
Domino's IP Holder LLC		03/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
Internal Address:	14th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3548067	CHILL WAVE	
Registration Number:	3687391	DOMINO'S AMERICAN LEGENDS	
Registration Number:	3853517	DOMINO'S DOMINO'S PIZZA	
Serial Number:	85355270	DOMINO'S TRACKER	
Registration Number:	3856733	OH YES WE DID	
Registration Number:	3949003	PLUS IT UP	
Registration Number:	3565547	YOU GOT 30 MINUTES	
Registration Number:	3524688	TEAM DOMINOS	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2614		
Phone:	212-596-9775		
Email:	ronald.duvernay@ropesgray.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$215.00 3548067

via US Mail.

Correspondent Name: Jennifer Kwon
Address Line 1: 1211 Avenue of the Americas
Address Line 2: Ropes & Gray LLP
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	109332-0007
NAME OF SUBMITTER:	Jennifer Kwon
Signature:	/j kwon/
Date:	03/15/2012

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of March 15, 2012, made by DOMINO'S IP HOLDER LLC, a Delaware limited liability company, located at 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, Michigan 48106 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee, located at 388 Greenwich Street, 14th Floor, New York, NY 10013 ("Trustee"). Capitalized terms used in this Grant (including the preamble and the recitals hereto), and not defined in this Grant, shall have the meanings assigned to such terms in Annex A attached to the Indenture (as defined below).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill symbolized by or associated with such Trademarks; and

WHEREAS, pursuant to the Amended and Restated Base Indenture, dated as of March 15, 2012, by and among Grantor, Domino's Pizza Master Issuer LLC, a Delaware limited liability company, Domino's Pizza Distribution LLC, a Delaware limited liability company, Domino's SPV Canadian Holding Company Inc., a Delaware corporation, and Citibank, as Trustee and Securities Intermediary (the "Indenture"), to secure the Obligations, Grantor pledged, assigned, conveyed, delivered, transferred and set over to the Trustee for the benefit of the Secured Parties, and granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill symbolized by or associated with the Trademarks and the right to bring an action at law or in equity for any infringement, dilution or violation thereof, and to collect all damages, settlement and proceeds relating thereto, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees and other supporting obligations given by any Person with respect to any of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Indenture, Grantor agreed to execute and deliver to the Trustee this Grant for purposes of recording the same with the PTO perfect and protect the security interest in the Trademark Collateral granted under the Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee for the benefit of the Secured Parties, and hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the pledge, assignment, conveyance, delivery, transfer, setting over and grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security

interest, including, without limitation, all such United States Patent and Trademark Office and foreign applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be deemed invalidated, cancelled or abandoned.

1. The parties intend that this Grant is made for recordation purposes. The terms of this Grant shall not modify the applicable terms and conditions of the Indenture which govern the Trustee's interest in the Trademark Collateral and shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Grant together with the annexed Schedule 1.

2. Grantor and the Trustee hereby acknowledge and agree that the pledge, assignment, conveyance, delivery, transfer, setting over and grant of security interest in, to and under the Trademark Collateral granted hereby may be terminated only in accordance with the terms of the Indenture and shall terminate automatically upon the termination of the Indenture.

3. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK)

4. The parties may sign any number of copies of this Grant. Each signed copy shall be an original, but all of them together represent the same agreement.

[Remainder of this page intentionally left blank]

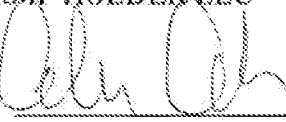
IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed by its duly authorized officer as of the day and year first written above.

DOMINO'S IP HOLDER LLC

By:

Name:

Title:



Adam J. Gacek

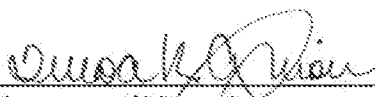
Secretary

Grant of Security Interest in Trademarks

TRADEMARK
REEL: 004737 FRAME: 0307

MICHIGAN STATE)
) ss.
COUNTY OF WASHTENAW)

On this 15th day of March 2012, before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Adam J. Gacek, to me known to be the Secretary of Domino's IP Holder LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said limited liability company for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.



(Signature of Notary)

TERESA K GREISER
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires Jan. 06, 2013
Acting in the County of _____

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Michigan,
residing at _____
My appointment expires 1-6-2013

Acting in the County of: Washtenaw



**Schedule 1
Trademarks**

Registrations and Use Applications

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CHILL WAVE & Design	REGISTERED	DOMINO'S IP HOLDER LLC	77390982	February 7, 2008	3548067	December 16, 2008
DOMINO'S AMERICAN LEGENDS	REGISTERED	DOMINO'S IP HOLDER LLC	77627651	December 5, 2008	3687391	September 22, 2009
DOMINO'S DOMINO'S PIZZA & Yellow Line Design	REGISTERED	DOMINO'S IP HOLDER LLC	77943916	February 24, 2010	3853517	September 28, 2010
DOMINO'S TRACKER	PENDING	DOMINO'S IP HOLDER LLC	85355270	June 24, 2011		
OH YES WE DID	REGISTERED	DOMINO'S IP HOLDER LLC	77951539	March 5, 2010	3856733	October 5, 2010
PLUS IT UP	REGISTERED	DOMINO'S IP HOLDER LLC	77945137	February 25, 2010	3949003	April 19, 2011
YOU GOT 30 MINUTES	REGISTERED	DOMINO'S IP HOLDER LLC	77285311	September 21, 2007	3565547	January 20, 2009
TEAM DOMINOS	REGISTERED	DOMINO'S IP HOLDER LLC	77047681	November 20, 2006	3524688	October 28, 2008