

05/22/2012

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



103644715

To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Noble Roman's, Inc.

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☒ Corporation- State: Indiana  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 15, 2012

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: BMO Harris Bank N.A.

Street Address: 135 N. Pennsylvania Street, Suite 900

City: Indianapolis

State: Indiana

Country: USA Zip: 46204

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☒ Association Citizenship national  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

B. Trademark Registration No.(s)

Please see attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Madalyn S. Kinsey, Esquire

Internal Address: Kroger, Gardis & Regas, LLP

Street Address: 111 Monument Circle, Suite 900

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 317-777-7429

Docket Number: n/a

Email Address: msk@kgirlaw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

05/22/2012 KNGUYEN1 00000000 2979940  
Deposit Account Number 01 FC:0521

Authorized User Name 40.00 00  
375.00 00

9. Signature:

Madalyn S. Kinsey  
Signature  
Madalyn S. Kinsey, Esquire  
Name of Person Signing

May 16, 2012

Date

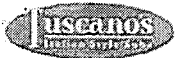




Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004790 FRAME: 0296

SCHEDULE A  
to Security Agreement for Patents and Trademarks  
and Conditional Assignment  
Trademarks - Federal

Trademark	Registration Date	Registration No.	File Date	Serial No.
TUSCANO'S ITALIAN STYLE SUBS 	7/26/2005	2979940	3/26/2004	78391416
NOBLE ROMAN'S CAFE TO-GO	10/14/2003	2773290	8/19/2002	2773290
THE BETTER PIZZA PEOPLE	9/19/1995	1920428	6/21/1994	74541678
THE PIZZA BOMB	4/2/1996	1965018	6/20/1994	74539623
NOBLE ROMAN'S PIZZA 	12/22/1992	1741904	8/19/1991	74196277
NOBLE ROMAN'S PIZZA 	4/7/1992	1682308	1682308	74183739
PAN BRIO <SPIRIT>	12/16/1986	1421343	4/14/1986	73593237
PAN ONE! 	8/26/1986	1406969	11/22/1985	73569861
MOBLE ROMAN'S	9/24/1985	1362714	4/15/1985	73532212
TASTE A BETTER PIZZA	4/16/1985	1331478	8/3/1984	73493266
THE MONSTER	1/12/1982	1186047	6/20/1980	73267212
NOBLE ROMAN'S	9/1/1981	1167208	10/25/1977	73145618
NOBLE ROMANS	5/8/1979	1117835	9/2/1977	73139745
NOBLE ROMAN'S PIZZA MXMLXIX 	8/10/1976	1046147	10/15/1975	73065937
NOBLE ROMAN'S	6/25/1974	987069	10/16/1972	72438427

**Trademarks-Indiana**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>File Date</u>	<u>Serial No.</u>
NOBLE ROMAN'S PIZZA EXPRESS Stylized letters	2/12/2003	20030157		

**SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS**  
**AND CONDITIONAL ASSIGNMENT**

This **SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS AND CONDITIONAL ASSIGNMENT** (this "Agreement"), dated as of May 15, 2012, is entered into by and between **NOBLE ROMAN'S, INC.**, an Indiana corporation, whose principal place of business is located at One Virginia Avenue, Suite 300, Indianapolis, Indiana 46204 (herein, together with its successors and assigns, the "Borrower"), and **BMO HARRIS BANK N.A.**, a national banking association, with offices located at 135 N. Pennsylvania Street, Suite 900, Indianapolis, Indiana 46204 (herein, together with its successors and assigns, the "Lender").

The Borrower and the Lender are parties to a Credit Agreement dated as of even date herewith (as modified and supplemented and in effect from time to time, herein called the "Credit Agreement"), providing, subject to the terms and conditions thereof, for loans and other credit facilities to be made available by the Lender to the Borrower in the original principal amount equal to \$5,000,000.00. Except as otherwise expressly provided in this Agreement, terms which are defined in the Credit Agreement shall have their respective defined meanings when used herein.

To induce the Lender to enter into the Credit Agreement with the Borrower and to make the Loan thereunder, the Borrower has agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for the "Obligations," as defined in the Credit Agreement.

Accordingly, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement unless expressly stated otherwise herein.

2. **Grant of Security Interest and Conditional Assignment.** As security for the prompt payment and performance of the Obligations, the Borrower hereby grants a security interest in, a general lien upon, and/or a right of set-off to the Lender against and conditionally assigns, transfers and conveys to the Lender the following (whether now owned or hereafter acquired by the Borrower in the United States) (hereafter collectively called the "Collateral"):

(a) (i) all United States trademarks, trade names, service marks and logos (including, without limitation, the trademarks covered by the registrations listed on Schedule A to this Agreement) (the foregoing collectively referred to as the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; (ii) all United States registrations of the Trademarks (including without limitation, those listed on Schedule A to this Agreement), all United States applications to register the Trademarks, and all renewals of any United States registrations of the Trademarks; (iii) the right to sue for past, present and future infringements of the

Trademarks; and (iv) all licenses or other agreements with third parties granting the Borrower any rights with respect to the Trademarks or any other rights relating to trademarks, logos, service marks or trade names, subject to the terms of such licenses and other agreements and any consents that may be required;

(b) (i) all United States patents and patent applications (including, without limitation, those listed on Schedule B to this Agreement) (collectively, the “Patents”); (ii) all reissues, divisions, continuations, continuations-in-part and extensions of the Patents; (iii) all license or agreements with third parties granting the Borrower any rights with respect to the Patents or any other rights relating to patents, inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the business of the Borrower, and all payments thereunder, subject to the terms of such licenses and other agreements and any consents that may be required; and (iv) the right to sue for past, present, and future infringements of the Patents;

(c) (i) all United States copyrights and the works which are the subject of such copyrights (collectively, the “Copyrights”); (ii) all United States registrations of and United States applications to register the Copyrights and all renewals of any United States Copyright registrations; (iii) the right to sue for past, present and future infringement of the Copyrights; and (iv) all license or other agreements with third parties granting the Borrower any rights with respect to the Copyrights or any other rights relating to works protected by copyrights, subject to the terms of such licenses and other agreements and any consents that may be required;

(d) all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Borrower in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Lender shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an “as necessary” basis);

(e) to the extent not included above, all general intangibles (as such terms are defined in the Uniform Commercial Code of the State of Indiana) of the Borrower; and

(f) all proceeds of any and all of the foregoing.

3. **Continuing Liability.** The Borrower hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, agreement and obligation included in the Collateral to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Lender shall have no obligation or liability under any such license, agreement or obligation by reason of or arising out of this Agreement or the receipt by the of any payment relating to any such license, agreement or obligation pursuant thereto, nor shall the Lender be required or obligated in any manner to perform or fulfill any of the obligations of the Borrower thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, agreement or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts to which it may be entitled at any time or times.

4. **Remedies.** If an Event of Default has occurred and is continuing, the Lender may exercise, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement and any other Security Document, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Without limiting the generality of the foregoing, the Borrower expressly agrees that if an Event of Default has occurred and is continuing, the Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Borrower or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith take title to the Collateral pursuant to the conditional assignment in Section 2 hereof, collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sales or sales at any exchange, brokers' board or at any of the Lender's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, and the Lender shall apply the net proceeds (after expenses) of any such sale, lease, assignment or other disposition against the Obligations ratably according to the respective amounts (which in the case of Obligations other than Loans shall mean the amount due on the date of distribution) of such Obligations, the Borrower remaining liable for any deficiency therein. After payment in full of all of the Obligations (including those not yet due and payable at the time of the application referred to above), the Lender shall remit any surplus net proceeds to the Borrower (or its successors or assigns) or otherwise as a court of competent jurisdiction may direct. The Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity or redemption in the Borrower, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Borrower waives all claims, damages and demands against the Lender arising out of the repossession, retention or sale of the Collateral. The Borrower agrees that the Lender need not give more than ten (10 days' notice of the time after which a private sale may take place and that such notice is reasonable

notification of such matter. The Borrower agrees to execute all documents necessary to effect the sale, lease, assignment grant of options or other disposition of the Collateral by the Lender pursuant to this Section.

5. **Grant of Rights to Use, Assign or Sublicense Intangibles.** For the purpose of enabling the Lender to exercise the rights and remedies under Section 4 hereof at such time as the Lender , without regard to this Section 5 and subject to the terms of all licenses or other agreements included in the Collateral, shall be lawfully entitled to exercise such rights and remedies and for no other purpose, the Borrower hereby grants to the Lender , in addition to the assignment of the Collateral in Section 2 hereof, an irrevocable right (exercisable without payment of royalty or other compensation of the Borrower) to use, assign or sublicense any of the Collateral, now owned or hereafter acquired by the Borrower, including in such right reasonable access to all media in which any of the Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof.

6. **Representations, Warranties, and Covenants.** The Borrower warrants and agrees (a) that it has taken and will take all steps necessary to maintain the Collateral to the extent permitted by law and consistent with reasonable business judgment, including, without limitation, payment of any fees necessary to maintain the Collateral, filing and prosecution of applications to register the Collateral, enforcement of rights to the Collateral, and compliance with the terms of all agreements or licenses relating to the Collateral; (b) that it will at its expense, and at the Lender 's reasonable request, defend the Lender 's and the Borrower's respective interests in the Collateral from any and all claims and demands of any other person; (c) that it will not sell or assign its interest in or grant any license or sublicense under the Collateral, without the prior written consent of the Lender ; and (d) that it will not grant, create or permit to exist any Encumbrance upon or security interest in the Collateral in favor of any other person except as expressly permitted under Section 6(b) of the Credit Agreement. The Borrower represents and warrants to the Lender that: (a) the Borrower has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal valid and binding obligation of the Borrower enforceable in accordance with its terms, (c) the making and performance by the Borrower of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Borrower's Certificate or Articles of Incorporation or By-Laws, and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained where are in full force and effect and copies of which have been delivered to the Lender or which are required in connection with items immaterial to the value of the Collateral) or create any lien, charge or encumbrance under any agreement, instrument or document (other than this Agreement) or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Borrower or to any of the assets of the Borrower to which the Borrower is a party or by which the Borrower or any of the assets of the Borrower may be bound or affected, and (d) this Agreement grants to the Lender a first priority lien upon and first priority security interest in the Collateral

subject to no lien or security interest except as expressly permitted under Section 6(d) of the Credit Agreement.

7. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses determined under Section 11 of the Credit Agreement.

8. **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction;

9. **No Waiver; Cumulative Remedies.** The Lender shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing signed by the Lender , and then only to the extent therein set forth. A waiver by the Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Lender any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

10. **Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

11. **Limitations by Law.** All rights, remedies and powers provided by Sections 4 and 5 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of Sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Borrower and the Lender and their respective successors and assigns, and nothing herein or in the Credit Agreement or any other Security Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Security Document.

13. **Termination and Reassignment.** The Lender agrees that upon the termination or expiration of the Credit Agreement and the Loan Documents and the payment in full of all the Obligations, the Lender will upon the request and at the expense of the Borrower execute all such



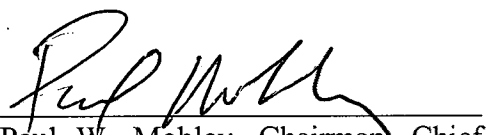
documents as may be reasonably requested by the Borrower to release the security interests created hereby and to reassign (without representation or warranty) to the Borrower the Collateral.

14. **Applicable Law**. This Agreement shall be governed by, and be construed and interpreted in accordance with the laws of the State of Indiana without giving effect to principles of conflicts of law.

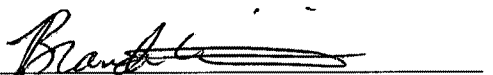
15. **Jury Trial Waiver**. THE BORROWER AND THE LENDER EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE LENDER AND THE BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANYWAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE LENDER 'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN THE LENDER AND THE BORROWER.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**NOBLE ROMAN'S, INC.**, an Indiana corporation

By:   
Paul W. Mobley, Chairman, Chief Executive Officer, and Chief Financial Officer

**BMO HARRIS BANK N.A.**, a national banking association

By:   
Brandon Williamson, Vice President

STATE OF INDIANA )  
 )SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for the above County and State, personally appeared Paul W. Mobley, the Chairman, Chief Executive Officer, and Chief Financial Officer of **NOBLE ROMAN'S, INC.**, an Indiana corporation, who as such officer acknowledged the execution of the foregoing Security Agreement for Patents and Trademarks and Conditional Assignment for and on behalf of the corporation this 15<sup>th</sup> day of May, 2012.

Signature: Karen Penny  
Printed: Karen Penny  
Notary Public

My Commission Expires: 12-9-16

My County of Residence: Hancock

STATE OF INDIANA )  
 )SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for the above County and State, personally appeared Brandon Williamson, a Vice President of **BMO HARRIS BANK N.A.**, a national banking association, who as such officer acknowledged the execution of the foregoing Security Agreement for Patents and Trademarks and Conditional Assignment for and on behalf of said national banking association this 15<sup>th</sup> day of May, 2012.

Signature: Karen Penny  
Printed: Karen Penny  
Notary Public

My Commission Expires: 12-9-16

My County of Residence: Hancock

SCHEDULE B  
to Security Agreement for Patents and Trademarks  
and Conditional Assignment

IP RIGHTS

Patents

TITLE OF INVENTION	ISSUE DATE	PATENT NO.	FILE DATE	APPLICATION NUMBER
SERVICE KIOSK	4/20/2004	D488666	10/10/2002	168920