

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
Potbelly Sandwich Works, LLC		09/21/2012	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 S. Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2385031	A FIRST CLASS DIVE
Registration Number:	2751266	A SANDWICH A DAY KEEPS OUR LANDLORD AWAY
Registration Number:	2748556	A SANDWICH A DAY KEEPS OUR LANDLORD AWAY
Registration Number:	2304375	A WRECK
Registration Number:	3226720	DEEP SANDWICHES
Registration Number:	3221471	DEEP SANDWICHES
Registration Number:	2178589	POTBELLY
Registration Number:	2332173	POTBELLY
Registration Number:	2221101	POTBELLY SANDWICH WORKS
Registration Number:	2374731	POTBELLY SANDWICH WORKS A FIRST CLASS DIVE U.S.S. POTBELLY
Registration Number:	3015717	POTBELLY SANDWICH WORKS A FIRST CLASS DIVE SINCE 1977
Registration Number:	2512488	POTBELLY SANDWICH WORKS

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Registration Number:	2623614	POTBELLY SANDWICH WORKS
Registration Number:	2510265	SANDWICHES THAT WILL AMAZE YOU
Registration Number:	2994705	
Registration Number:	2951797	
Registration Number:	2504378	YA GOTTA GET IT HOT
Registration Number:	2558469	YA GOTTA GET IT HOT
Registration Number:	2387751	YOU GOTTA GET IT HOT!
Registration Number:	3452700	A WRECK
Registration Number:	3887582	GOOD VIBES. GREAT SANDWICHES.
Registration Number:	3687136	
Registration Number:	4029677	POTBELLY KITCHEN
Registration Number:	4154485	POTBELLY SANDWICH SHOP
Registration Number:	3887721	POTBELLY SANDWICH SHOP
Registration Number:	3687137	POTBELLY SANDWICH WORKS
Registration Number:	3684104	POTBELLY SANDWICH WORKS
Registration Number:	3684103	POTBELLY SANDWICH WORKS
Registration Number:	3494208	
Registration Number:	3494209	

CORRESPONDENCE DATA

Fax Number: 3122585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin Llp
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	06984-0113
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	10/03/2012

Total Attachments: 6
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TRADEMARK
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EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 21, 2012, is made by POTBELLY SANDWICH WORKS, LLC, an Illinois limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the Lenders (as defined below).

RECITALS

WHEREAS, the Grantor and certain of its affiliates have entered into a Credit Agreement dated as of September 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the lenders party thereto (the "Lenders"), and the Administrative Agent, pursuant to which the Lenders have agreed to make certain loans to the Grantor;

WHEREAS, the Grantor and certain of its affiliates have entered into a Pledge and Security Agreement dated as of September 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the Lenders are secured; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of itself and the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (2) each trademark license granting to the Grantor any rights in trademarks to which the Grantor is a party, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and


- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"); *provided, however*, Trademark Collateral shall not include any application for trademark or service mark filed in the United States Patent and Trademark Office ("PTO"), or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the trademark or service mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) if and solely to the extent that (and so long as) any such application would be rendered void by the attachment or creation of a security interest in the right, title or interest of the Grantor therein.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of itself and the Lenders, pursuant to the Security Agreement and is subject to limitations set forth therein. Each of the Grantor and the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

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

POTBELLY SANDWICH WORKS, LLC

By: 
Name: Aylwin Lewis
Title: CEO

Acknowledged and agreed to:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____


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

POTBELLY SANDWICH WORKS, LLC

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:  _____
Name: Benjamin Livermore
Title: Vice President

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Trademark Name</u>	<u>Filing Date</u>	<u>Registration No. (or Application No. if pending)</u>	<u>Status</u>
"A FIRST CLASS DIVE"	03/22/1999	2,385,031	Registered
"A SANDWICH A DAY KEEPS OUR LANDLORD AWAY"	05/24/2002 05/24/2002	2,751,266 2,748,556	Registered Registered
"A WRECK"	03/16/1999	2,304,375	Registered
"DEEP SANDWICHES"	03/17/2005	3,226,720	Registered
"DEEP SANDWICHES" (Stylized and/or with Design)	06/14/2005	3,221,471	Registered
"POTBELLY"	8/11/1997	2,178,589	Registered
"POTBELLY" (Stylized)	03/16/1999	2,332,173	Registered
"POTBELLY SANDWICH WORKS"	09/16/1996	2,221,101	Registered
"POTBELLY SANDWICH WORKS – A FIRST CLASS DIVE – U.S.S. POTBELLY" (and Design)	03/16/1999	2,374,731	Registered
"POTBELLY SANDWICH WORKS A FIRST CLASS DIVE SINCE 1977" (stylized and/or with Design)	03/09/2005	3,015,717	Registered
"POTBELLY SANDWICH WORKS" and Design	01/03/2001 01/03/2001	2,512,488 2,623,614	Registered Registered
"SANDWICHES THAT WILL AMAZE YOU"	02/23/2001	2,510,265	Registered
"STOVE" Design	05/05/2004 05/10/2004	2,994,705 2,951,797	Registered Registered
"YA GOTTA GET IT HOT"	01/03/2001 01/03/2001	2,504,378 2,558,469	Registered Registered
"YOU GOTTA GET IT HOT!" Design	10/14/1999	2,387,751	Registered
A WRECK	09/13/2007	3,452,700	Registered
GOOD VIBES. GREAT SANDWICHES	09/02/2009	3,887,582	Registered
New "STOVE" Design	6/18/2008	3,687,136	Registered
POTBELLY KITCHEN	06/22/2010	4,029,677	Registered
POTBELLY SANDWICH SHOP	10/20/2009 10/20/2009	4,154,485 3,887,721	Registered Registered
"POTBELLY SANDWICH WORKS" and Sign Design	6/18/2008	3,687,137	Registered
"POTBELLY SANDWICH WORKS" and Stove Design (2008)	9/15/2009	3,684,104	Registered

"POTBELLY SANDWICH WORKS" and Color Stove Design (2008)	6/03/2008	3,684,103	Registered
DESIGN ONLY (of interior of a restaurant)	1/12/2007	3,494,208	Registered
DESIGN ONLY (of interior of a restaurant)	1/12/2007	3,494,209	Registered

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