

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
The Round Table Franchise Corporation		11/02/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ABC Funding, LLC by Summit Partners Credit Advisors, L.P. and Summit Master Company, LLC
Street Address:	222 Berkeley Street
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	collateral agent: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1258761	GUINEVERE'S GARDEN DELIGHT
Registration Number:	1074693	KING ARTHUR'S SUPREME
Registration Number:	1259573	MONTAGUE'S ALL MEAT MARVEL
Registration Number:	3466411	PIZZA KNIGHT
Registration Number:	3755911	PIZZA WHISPERER
Registration Number:	0974138	ROUND TABLE
Registration Number:	2490356	ROUND TABLE PIZZA
Registration Number:	2490346	ROUND TABLE PIZZA & DESIGN
Registration Number:	2137006	THE LAST HONEST PIZZA
Registration Number:	1273769	THE RT PIZZA SANDWICH

CORRESPONDENCE DATA

Fax Number: 3128622200

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

Phone: 312-862-3865

Email: christine.casey@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 N. LaSalle Street, 28th Floor

Address Line 2: c/o Christine Casey

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	21691-498 CAC
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	11/02/2012

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2012, is made by the entity identified on the signature page hereto as the Debtor (the "Debtor"), in favor of ABC Funding, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the several banks and other financial institutions (the "Lenders") from time to time parties to Term Loan Agreement, dated as of November 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Subsidiary Guarantors, the Lenders listed therein, and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Debtor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 2, 2012 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Debtor is party to the Guaranty and Security Agreement pursuant to which the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Debtor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Debtor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

- (i) all of its owned trademarks and all trademark licenses providing for the grant by or to the Debtor of any right under any trademark, including, without limitation, to the registered trademarks and pending applications for trademarks listed on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Debtor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile transmission or other electronic imaging means (including by .pdf) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

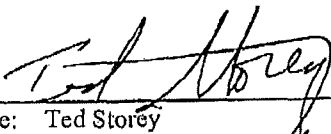
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

THE ROUND TABLE FRANCHISE CORPORATION, as Debtor

By: 
Name: Ted Storey
Title: Sr. Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ABC FUNDING, LLC
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004893 FRAME: 0329

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

Very truly yours,

**THE ROUND TABLE FRANCHISE
CORPORATION, as Debtor**

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

ABC FUNDING, LLC
as Administrative Agent

By: Summit Partners Credit Advisors, L.P.
Its: Manager

By: Summit Master Company, LLC
Its: General Partner

By: _____
Name: Alex Whitmore
Title: Member

[Signature Page to Trademark Security Agreement]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

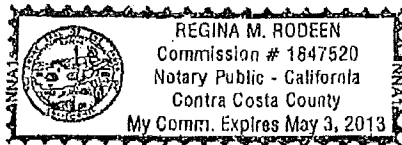
State of California

County of Contra Costa

On 10-31-2012 before me, Regina M. Rodeen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ted Storey
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Regina M. Rodeen
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: trademark Security Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

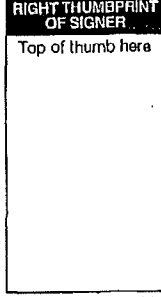
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>APPLICATION NO. OR REGISTRATION NO.</u>	<u>FILING DATE OR EFFECTIVE DATE OF REGISTRATION</u>	<u>STATUS</u>
GUINEVERE'S GARDEN DELIGHT	1,258,761	November 22, 1983	REGISTERED
KING ARTHUR'S SUPREME	1,074,693	October 4, 1977	REGISTERED
MONTAGUE'S ALL MEAT MARVEL	1,259,573	November 29, 1983	REGISTERED
PIZZA KNIGHT	3,466,411	July 15, 2008	REGISTERED
PIZZA WHISPERER	3,755,911	March 2, 2010	REGISTERED
ROUND TABLE	974,138	November 27, 1973	REGISTERED
ROUND TABLE PIZZA and Design	2,490,356	September 18, 2001	REGISTERED
ROUND TABLE PIZZA and Design	2,490,346	September 18, 2001	REGISTERED
THE LAST HONEST PIZZA	2,137,006	February 17, 1998	REGISTERED
THE RT PIZZA SANDWICH	1,273,769	April 10, 1984	REGISTERED