

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
Marco's Franchising, LLC		07/30/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Lake Forest Bank & Trust Company		
Street Address:	1949 St. John's Avenue		
City:	Highland Park		
State/Country:	ILLINOIS		
Postal Code:	60035		
Entity Type:	Bank & Trust Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85818314	MARCO'S PIZZA	
CORRESPONDENCE DATA			
Fax Number:	8473301231		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	847-330-2407		
Email:	lpieper@mpslaw.com		
Correspondent Name:	Laura C. Pieper		
Address Line 1:	1515 E. Woodfield Rd. Ste. 250		
Address Line 4:	Schaumburg, ILLINOIS 60173		
ATTORNEY DOCKET NUMBER:	34019-002		
NAME OF SUBMITTER:	Laura C. Pieper		
Signature:	/LCP/		

OP \$40.00 85818314

Date:

07/30/2013

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, MARCO'S FRANCHISING, LLC an Ohio limited liability company ("Grantor"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, LAKE FOREST BANK & TRUST COMPANY (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan and Security Agreement, dated as of July 30, 2013 between the Grantor and the Grantee (as amended from time to time, the "**Loan Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Loan Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

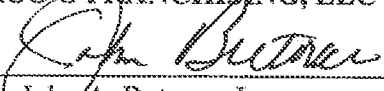
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:
MARCO'S FRANCHISING, LLC

By: 
Name: John A. Butorac, Jr.
Title: Manager

GRANTEE:
LAKE FOREST BANK & TRUST COMPANY

By: _____
Name: _____
Title: _____

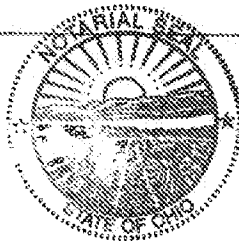
STATE OF Ohio)
COUNTY OF Lucas }

On this 25th day of July, 2013, before me personally came John Butorac, Jr., to me known, who, being by me duly sworn did depose and say that he is the Manger of Marco's Franchising, LLC, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Lynn C. Pinardo
Notary Public

My Commission Expires: _____



LYNN C. PINARDO
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES
MARCH 2, 2014

STATE OF ILLINOIS)
COUNTY OF LAKE)

On this ____ day of _____, 2013, before me personally came _____, to me known, who, being by me duly sworn did depose and say that she is a _____ of the Lake Forest Bank & Trust Company, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:
MARCO'S FRANCHISING, LLC

By: _____
Name: John A. Butorac, Jr.
Title: Manager

GRANTEE:

LAKE FOREST BANK & TRUST COMPANY

By: Sandra McCraren
Name: Sandra McCraren
Title: EVP

STATE OF OHIO)
)
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally came John Butorac, Jr., to me known, who, being by me duly sworn did depose and say that he is the Manger of Marco's Franchising, LLC, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

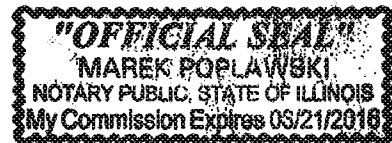
On this 30th day of July, 2013, before me personally came Sandra McCraren, to me known, who, being by me duly sworn did depose and say that she is a Executive Vice President of the Lake Forest Bank & Trust Company, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 06-21-16



Schedule A - Trademarks

Trademark	Serial Number	Application Date
Marco's Pizza	85818314	January 8, 2013