

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316398

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Project Pie, LLC		09/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSpring Agency Services, LLC		
<b>Street Address:</b>	950 Third Avenue		
<b>Internal Address:</b>	24th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4314512	PROJECT PIE	
<b>Registration Number:</b>	4551254	DESIGN BUILD EAT	
<b>Registration Number:</b>	4559508	EVERYDAY ARTISAN PIZZA CUSTOM BUILT BY Y	
<b>Registration Number:</b>	4559509	PIZZA IN PROGRESS PROGRESS IN PIZZA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	2896506		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	09/09/2014		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 5, 2014 (as amended, restated or otherwise modified, the “Trademark Security Agreement”), between Project Pie, LLC, a Delaware limited liability company (the “Grantor”) and CapitalSpring Agency Services, LLC (“CapitalSpring”), in its capacity as collateral agent for the SBIC Lenders under the SBIC Credit Agreement (each as defined below) and the CSDLP Lenders under the CSDLP Credit Agreement (each as defined below) (together with its successors and assigns in such capacities, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Grantor, certain subsidiaries of the Grantor (together with the Grantor, the “Co-Borrowers”), CapitalSpring SBIC, LP (together with its successors and assigns, the “SBIC Lenders”) and the Collateral Agent, have entered into that certain Debt Financing Agreement, dated as of the date hereof, providing for term loans to be made to the Co-Borrowers (as amended, restated, supplemented, modified, replaced or refinanced from time to time, the “SBIC Credit Agreement”);

WHEREAS, the Co-Borrowers, CSDLP Master Lending Vehicle, LLC (together with its successors and assigns, the “CSDLP Lenders” and, together with the SBIC Lenders, the “Lenders”) and the Collateral Agent, have entered into that certain Debt Financing Agreement, dated as of the date hereof, providing for term loans to be made to the Co-Borrowers (as amended, restated, supplemented, modified, replaced or refinanced from time to time, the “CSDLP Credit Agreement” and, together with the SBIC Credit Agreement, the “Credit Agreements”); and

WHEREAS, the Grantor is required under the Credit Agreements to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreements, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreements and used herein have the meaning given to them in the Credit Agreements.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Collateral Agent for the benefit of the Lenders under the Credit Agreements, a 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 (collectively, the “Trademark Collateral”), provided however that the Trademark Collateral shall not include any Excluded Property:

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Lenders pursuant to the Credit Agreements and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreements and the Intercreditor Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreements or Intercreditor Agreement, the provisions of the Credit Agreements or Intercreditor Agreement, as applicable, shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

PROJECT P/E, LLC

By: \_\_\_\_\_

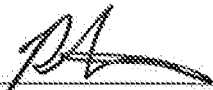
Name:

Title:

*[Handwritten signature]*  
James Mankin  
CE.

Accepted and Agreed:

**CAPITALSPRING AGENCY SERVICES, LLC**  
as Collateral Agent

By:  \_\_\_\_\_  
Name:  
Title:

[Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Domestic:

<b>Registration Date</b>	<b>Registration Number</b>	<b>Name</b>
April 2, 2013	4314512	Project Pie
June 17, 2014	4551254	Design Build Eat
July 1, 2014	4559508	Everyday Artisan Pizza Custom Built By You
July 1, 2014	4559509	Pizza in Progress Progress in Pizza

International: (WIPO/Madrid)

<b>Registration Date</b>	<b>Registration Number</b>	<b>Name</b>
July 9, 2012	1132049	Project Pie

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