

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pizza Group, LLC		05/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	14th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3074916	WORLD PIZZA GAMES	
Registration Number:	3329427	\$20,000.00 MEGA BUCKS GIVEAWAY	
Registration Number:	1882464	PIZZA FESTIVA	
Registration Number:	3239789	PIZZA CRUST BOOT CAMP	
Registration Number:	3212711	PIZZA TODAY	
Registration Number:	3455754	INTERNATIONAL PIZZA CHALLENGE	
Registration Number:	3329423	NAPO NATIONAL ASSOCIATION OF PIZZERIA OP	
Registration Number:	3612492	'ZANEWS	
Registration Number:	2987549	BEER & BULL	
Registration Number:	3027410	BEER & BULL IDEA EXCHANGE	
Registration Number:	2687846	PIZZA EXPO	
Registration Number:	1818140	PIZZA EXPO	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	2129061200		
Email:	angela.amaru@lw.com		
TRADEMARK			

CH \$315.00 3074916

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 024700-0176

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 06/01/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of May 27, 2015, is entered into by the undersigned (the “Grantor”) in favor of Bank of America, N.A., as Administrative Agent (together with its successors, in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered that certain Assumption Agreement, dated on even date herewith, in favor of the Administrative Agent for the benefit of the Secured Parties (as the same may be amended, restated, amended and restated or otherwise modified, the “Assumption Agreement”), pursuant to which the Grantor has become party to the Pledge and Security Agreement, dated as of June 17, 2013, in favor of the Administrative Agent for the benefit of the Secured Parties, as supplemented by the Assumption Agreement, dated as of January 15, 2014, and by the Supplement to Pledge and Security Agreement, dated as of January 17, 2014, in each case by the obligors party thereto in favor of the Agent for the benefit of the Secured Parties (as further amended, restated, amended and restated or otherwise modified, the “Pledge and Security Agreement”).

WHEREAS, pursuant to the Assumption Agreement and the Pledge and Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor’s Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all U.S., State and foreign trademarks, trade names, trade dress corporate names, company names, business names, internet domain names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;
- (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and
- (vi) and all other rights of any kind accruing thereunder or pertaining thereto throughout the world

provided, however, that the foregoing shall not include any "intent-to-use" Trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the Assumption Agreement and the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

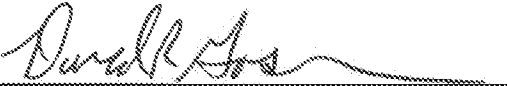
SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

PIZZA GROUP, LLC (F/K/A MACFADDEN
PROTECH, LLC), a Delaware limited liability
company

By: 
Name: David Gosling
Title: Vice President, General Counsel and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005527 FRAME: 0553

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Henry C. Pennell

Title: Vice President

SCHEDULE A

TRADEMARKS

Trademark Registrations

Pizza Group, LLC (f/k/a Macfadden Protech, LLC) – Active Trademark Registrations and Applications
Record Owner is Pizza Group, LLC

Country	Trademark	Class	Status	Application Number	Filing Date	Registration Number	Registration Date
U.S.	PIZZA TODAY SCHOOL OF PIZZERIA MANAGEMENT	41	Pending	85/768,963	11/1/2012		
U.S.	WORLD PIZZA GAMES	41	Registered	78/520,299	11/19/2004	3,074,916	3/28/2006
U.S.	\$20,000.00 MEGA BUCKS GIVEAWAY stylized and/or with design)	35	Registered	78/929,730	7/14/2006	3,329,427	11/6/2007
U.S.	PIZZA FESTIVA	35	Registered	74/515,594	4/20/1994	1,882,464	3/7/1995
U.S.	PIZZA CRUST BOOT CAMP	41	Registered	78/929,544	7/14/2006	3,239,789	5/8/2007
U.S.	PIZZA TODAY	16	Registered	78/769,228	12/8/2005	3,212,711	2/27/2007
U.S.	INTERNATIONAL PIZZA CHALLENGE (stylized and /or with design)	41	Registered	78/930,105	7/14/2006	3,455,754	6/24/2008
U.S.	NAPO NATIONAL ASSOCIATION OF PIZZERIA OPERATORS (stylized and/or with design)	35	Registered	78/929,216	7/13/2006	3,329,423	11/6/2007
U.S.	'ZA NEWS (Stylized and/or with design)	41	Registered	78/929,922	7/14/2006	3,612,492	4/28/2009
U.S.	BEER & BULL	41	Registered	78/441,730	6/28/2004	2,987,549	8/23/2005
U.S.	BEER & BULL IDEA EXCHANGE (stylized and/or with design)	41	Registered	78/441,750	6/28/2004	3,027,410	12/13/2005
U.S.	PIZZA EXPO with design	35	Registered	76/091657	7/17/2000	2,687,846	2/18/2003
U.S.	PIZZA EXPO	35	Registered	74/301703	8/6/1992	1,818,140	1/25/1994

TRADEMARK