

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357181

<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>
Domino's IP Holder LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A.		
<b>Street Address:</b>	388 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 58</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1653273	1-800-HOTGRAM	
<b>Registration Number:</b>	1604865	1-888-DOMINOS	
<b>Registration Number:</b>	2891990	AMAZIN' GREENS	
<b>Registration Number:</b>	2639844	AMERICA'S FAVORITE FEAST	
<b>Registration Number:</b>	1479705	AVOID THE NOID	
<b>Registration Number:</b>	1483653	AVOID THE NOID	
<b>Registration Number:</b>	2645940	BACON CHEESEBURGER FEAST	
<b>Registration Number:</b>	2332762	CINNA STIX	
<b>Registration Number:</b>	2979544	DELIVERING THE DOUGH	
<b>Registration Number:</b>	2645935	DELUXE FEAST	
<b>Registration Number:</b>	1296677		
<b>Registration Number:</b>	1192280		
<b>Registration Number:</b>	1529014		
<b>Registration Number:</b>	2736837	DOMINO'S	
<b>Registration Number:</b>	3687391	DOMINO'S AMERICAN LEGENDS	
<b>Registration Number:</b>	4692802	DOMINO'S	
<b>Registration Number:</b>	4692804	DOMINO'S	
<b>Registration Number:</b>	3853517	DOMINO'S DOMINO'S PIZZA	
<b>Serial Number:</b>	86727019	DOMINO'S ANYWARE	
<b>TRADEMARK</b>			

CH \$1465.00 1653273

Property Type	Number	Word Mark
Serial Number:	86000937	DOMINO'S DELIVERY HOTSPOTS
Registration Number:	4506608	DOMINO'S DOLLARS
Registration Number:	2434012	DOMINO'S DOMINO'S PIZZA
Serial Number:	86548571	DOMINO'S FRESH TAKE
Registration Number:	2341094	DOMINO'S HEATWAVE
Registration Number:	2328038	DOMINO'S HEATWAVE
Serial Number:	86059397	DOMINO'S LOCKBOX
Registration Number:	1475625	DOMINO'S PIZZA
Registration Number:	1249196	DOMINO'S PIZZA
Registration Number:	1166751	DOMINO'S PIZZA
Registration Number:	1519402	DOMINO'S PIZZA
Registration Number:	1473901	DOMINO'S PIZZA
Registration Number:	1382556	DOMINO'S PIZZA
Registration Number:	1427679	DOMINO'S PIZZA
Registration Number:	1520302	DOMINO'S PIZZA
Registration Number:	4692803	DOMINO'S PIZZA
Registration Number:	4621843	DOMINO'S SANDWICH SLICE
Registration Number:	4208674	DOMINO'S TRACKER
Registration Number:	1504835	DOMINOTES
Serial Number:	86226653	DXP
Serial Number:	86765450	E&S WORLDWIDE
Registration Number:	2645937	EXTRAVAGANZZA FEAST
Registration Number:	4354128	
Registration Number:	4389262	
Registration Number:	4203854	MADE-TODAY SALADS
Registration Number:	2645938	MEATZZA FEAST
Registration Number:	2264393	MEGA DEAL
Registration Number:	2603034	
Registration Number:	1479704	NOID
Registration Number:	1482433	N
Registration Number:	1483652	N
Registration Number:	3856733	OH YES WE DID
Registration Number:	1394380	ONE CALL DOES IT ALL
Registration Number:	2433096	PEOPLE FIRST! DOMINO'S PIZZA
Registration Number:	1130386	PEPPERONI PRESS
Registration Number:	3949003	PLUS IT UP
Registration Number:	3102884	READY TO GO DOMINO'S PIZZA
Registration Number:	2649765	

Property Type	Number	Word Mark
Registration Number:	2212515	THE PIZZA DELIVERY EXPERTS

**CORRESPONDENCE DATA**

**Fax Number:** 2483583351

*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.*

**Phone:** 248-358-4400

**Email:** lwang@brookskushman.com

**Correspondent Name:** Elizabeth F. Janda/Brooks Kushman P.C.

**Address Line 1:** 1000 Town Center, 22nd Floor

**Address Line 4:** Southfield, MICHIGAN 48075-1238

<b>ATTORNEY DOCKET NUMBER:</b>	DOMP0100A
<b>NAME OF SUBMITTER:</b>	Elizabeth F. Janda
<b>SIGNATURE:</b>	/elizabeth f janda/
<b>DATE SIGNED:</b>	10/02/2015

**Total Attachments: 8**

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## SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS

GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of September 30, 2015 made by DOMINO'S IP HOLDER, LLC, a Delaware limited liability company located at 24 Frank Lloyd Wright Drive, P.O. Box 485, Ann Arbor, MI, 48106 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee located at 388 Greenwich Street, New York, NY 10013 ("Trustee"). Capitalized terms used in this Grant (including the preamble and the recitals hereto), and not defined in this Grant, shall have the meanings assigned to such terms in Annex A attached to the Indenture (as defined below).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and goodwill symbolized by or associated with such Trademarks; and

WHEREAS, pursuant to the Amended and Restated Base Indenture, dated as of March 15, 2012, by and among Grantor, Domino's Pizza Master Issuer LLC, a Delaware limited liability company, Domino's Pizza Distribution LLC, a Delaware limited liability company, Domino's SPV Canadian Holding Company Inc., a Delaware corporation, and Citibank, as Trustee and Securities Intermediary (the "Indenture"), to secure the Obligations, Grantor pledged, assigned, conveyed, delivered, transferred and set over to the Trustee for the benefit of the Secured Parties, and granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill symbolized by or associated with the Trademarks and the right to bring an action at law or in equity for any infringement, dilution or violation thereof, and to collect all damages, settlement and proceeds relating thereto, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees and other supporting obligations given by any Person with respect to any of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Sections 8.25(d) and (e) of the Indenture, Grantor agreed to execute and deliver to Trustee this Grant for purposes of filing the same with the PTO to perfect and protect the security interest in the Trademark Collateral granted under the Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture, which are incorporated by reference as if fully set forth herein, to secure the Obligations Grantor hereby pledges, assigns, conveys, delivers, transfers and sets over to the Trustee, for the benefit of the Secured Parties, and hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the pledge, assignment, conveyance, delivery, transfer, setting over and grant of security interest hereunder shall not include any application for a Trademark that would be deemed invalidated,

canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, all such United States Patent and Trademark Office and foreign applications that are based on an intent-to-use, unless and until such time as the grant and/or enforcement of the security interest will not cause such Trademark to be deemed invalidated, cancelled or abandoned.

1. The parties intend that the Trademark Collateral subject to this Grant is to be considered as After-Acquired IP Assets under the Indenture and that this Grant is for recordation purposes. The terms of this Grant shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee's interest in the Trademark Collateral and shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Grant together with the annexed Schedule 1.

2. Grantor and the Trustee hereby acknowledge and agree that the pledge, assignment, conveyance, delivery, transfer, setting over, and grant of security interest in, to and under the Trademark Collateral granted hereby may be terminated only in accordance with the terms of the Indenture and shall terminate automatically upon the termination of the Indenture.

3. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK)

4. The parties may sign any number of copies of this Grant. Each signed copy shall be an original, but all of them together represent the same agreement.

4. IN WITNESS WHEREOF, the undersigned has caused this GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the day and year first written above.

DOMINO'S IP HOLDER LLC

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

Name: Adam Gacek

Title: Secretary

MICHIGAN STATE )  
 ) ss.  
COUNTY OF WASHTENAW )

0107 JUN 14 10:00

On this 30<sup>th</sup> day of Sept., 2015 before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Adam Grace, to be known to be the Secretary of, Dominos the IP Holder LLC that executed the within and foregoing instrument, and acknowledged said instrument to be free and voluntary deed of said limited liability company for the uses and the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Lindsey DeBoer  
(Signature of Notary)  
LINDSEY DEBOER  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires 10-05-2019  
(Legally Print or Stamp Name of Notary)

Notary public in and for the State of  
Michigan, residing at Washtenaw  
My appointment expires 10/05/2019

**SCHEDULE 1  
DOMINO'S U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	App No.	Reg No.	Status	Filing Date	Reg Date	Renewal Due	Owner
1-800-HOTGRAM	74/021032	1653273	Registered	22-Jan-1990	06-Aug-1991	06-Aug-2021	Domino's IP Holder LLC
1-888-DOMINOS	73/814024	1604865	Registered	21-Jul-1989	03-Jul-1990	03-Jul-2020	Domino's IP Holder LLC
AMAZIN' GREENS	78/250300	2891990	Registered	15-May-2003	05-Oct-2004	05-Oct-2024	Domino's IP Holder LLC
AMERICA'S FAVORITE FEAST	78/103271	2639844	Registered	17-Jan-2002	22-Oct-2002	22-Oct-2022	Domino's IP Holder LLC
AVOID THE NOID	73/665630	1479705	Registered	09-Jun-1987	08-Mar-1988	08-Mar-2018	Domino's IP Holder LLC
AVOID THE NOID	73/671827	1483653	Registered	13-Jul-1987	05-Apr-1988	05-Apr-2018	Domino's IP Holder LLC
BACON CHEESEBURGER FEAST	78/103553	2645940	Registered	18-Jan-2002	05-Nov-2002	05-Nov-2022	Domino's IP Holder LLC
CINNA STIX	75/702267	2332762	Registered	10-May-1999	21-Mar-2000	21-Mar-2020	Domino's IP Holder LLC
DELIVERING THE DOUGH	78/328178	2979544	Registered	14-Nov-2003	26-Jul-2005	26-Jul-2025	Domino's IP Holder LLC
DELUXE FEAST	78/103282	2645935	Registered	17-Jan-2002	05-Nov-2002	05-Nov-2022	Domino's IP Holder LLC
DOMINO LOGO	73/445682	1296677	Registered	29-Sep-1983	18-Sep-1984	18-Sep-2024	Domino's IP Holder LLC
DOMINO LOGO	73/287954	1192280	Registered	01-Dec-1980	16-Mar-1982	16-Mar-2022	Domino's IP Holder LLC
DOMINO LOGO	73/735170	1529014	Registered	20-Jun-1988	07-Mar-1989	07-Mar-2019	Domino's IP Holder LLC
DOMINO'S	78/165206	2736837	Registered	18-Sep-2002	15-Jul-2003	15-Jul-2023	Domino's IP Holder LLC
DOMINO'S AMERICAN LEGENDS	77/627651	3687391	Registered	05-Dec-2008	22-Sep-2009	22-Sep-2019	Domino's IP Holder LLC
DOMINO'S and Game Piece Logo 1 (Horizontal)	85/703107	4692802	Registered	14-Aug-2012	24-Feb-2015	24-Feb-2025	Domino's IP Holder LLC
DOMINO'S and Game Piece Logo 2 (Above)	85/703231	4692804	Registered	14-Aug-2012	24-Feb-2015	24-Feb-2025	Domino's IP Holder LLC

**TRADEMARK**

**REEL: 005636 FRAME: 0200**



**SCHEDULE 1  
DOMINO'S U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

DOMINO'S and Yellow Line Design	77/943916	3853517	Registered	24-Feb-2010	28-Sep-2010	28-Sep-2020	Domino's IP Holder LLC
DOMINO'S ANYWARE	86/727019		Pending	17-Aug-2015			Domino's IP Holder LLC
DOMINO'S DELIVERY HOTSPOTS	86/000937		Allowed	02-Jul-2013			Domino's IP Holder LLC
DOMINO'S DOLLARS	85/764970	4506608	Registered	26-Oct-2012	01-Apr-2014	01-Apr-2024	Domino's IP Holder LLC
DOMINO'S DOMINO'S PIZZA and Design	75/598015	2434012	Registered	02-Dec-1998	06-Mar-2001	06-Mar-2021	Domino's IP Holder LLC
DOMINO'S FRESH TAKE	86/548571		Pending	27-Feb-2015			Domino's IP Holder LLC
DOMINO'S HEAT WAVE and Design	75/705667	2341094	Registered	14-May-1999	11-Apr-2000	11-Apr-2020	Domino's IP Holder LLC
DOMINO'S HEATWAVE	75/503344	2328038	Registered	15-Jun-1998	14-Mar-2000	14-Mar-2020	Domino's IP Holder LLC
DOMINO'S LOCKBOX and Design	86/059397		Pending	09-Sep-2013			Domino's IP Holder LLC
DOMINO'S PIZZA	73/664947	1475625	Registered	05-Jun-1987	09-Feb-1988	09-Feb-2018	Domino's IP Holder LLC
DOMINO'S PIZZA	73/349691	1249196	Registered	10-Feb-1982	23-Aug-1983	23-Aug-2023	Domino's IP Holder LLC
DOMINO'S PIZZA	73/265845	1166751	Registered	10-Jun-1980	25-Aug-1981	25-Aug-2021	Domino's IP Holder LLC
DOMINO'S PIZZA	73/729898	1519402	Registered	23-May-1988	03-Jan-1989	03-Jan-2019	Domino's IP Holder LLC
DOMINO'S PIZZA and Design	73/664887	1473901	Registered	05-Jun-1987	26-Jan-1988	26-Jan-2018	Domino's IP Holder LLC
DOMINO'S PIZZA and Design	73/487625	1382556	Registered	29-Jun-1984	11-Feb-1986	11-Feb-2016	Domino's IP Holder LLC
DOMINO'S PIZZA and Design	73/602462	1427679	Registered	05-Jun-1986	03-Feb-1987	03-Feb-2017	Domino's IP Holder LLC
DOMINO'S PIZZA and Design	73/729899	1520302	Registered	23-May-1988	10-Jan-1989	10-Jan-2019	Domino's IP Holder LLC
DOMINO'S PIZZA and Game Piece Logo 2 (Horizontal)	85/703147	4692803	Registered	14-Aug-2012	24-Feb-2015	24-Feb-2025	Domino's IP Holder LLC

**TRADEMARK**

**REEL: 005636 FRAME: 0201**

**SCHEDULE 1**  
**DOMINO'S U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

DOMINO'S SANDWICH SLICE	85/862550	4621843	Registered	28-Feb-2013	14-Oct-2014	14-Oct-2024	Domino's IP Holder LLC
DOMINO'S TRACKER	85/355270	4208674	Registered	24-Jun-2011	18-Sep-2012	18-Sep-2022	Domino's IP Holder LLC
DOMINOTES	73/710763	1504835	Registered	11-Feb-1988	20-Sep-1988	20-Sep-2018	Domino's IP Holder LLC
DXP	86/226653		Allowed	20-Mar-2014			Domino's IP Holder LLC
E&S WORLDWIDE & DESIGN	86/765450		Pending	23-Sep-2015			Domino's IP Holder LLC
EXTRAVAGANZZA FEAST	78/103295	2645937	Registered	17-Jan-2002	05-Nov-2002	05-Nov-2022	Domino's IP Holder LLC
GAME PIECE 2 LOGO	85/819042	4354128	Registered	09-Jan-2013	18-Jun-2013	18-Jun-2023	Domino's IP Holder LLC
GAME PIECE DESIGN (in color)	85/635734	4389262	Registered	25-May-2012	20-Aug-2013	20-Aug-2023	Domino's IP Holder LLC
MADE-TODAY SALADS	85/422693	4203854	Registered	14-Sep-2011	04-Sep-2012	04-Sep-2022	Domino's IP Holder LLC
MEATZZA FEAST	78/103300	2645938	Registered	17-Jan-2002	05-Nov-2002	05-Nov-2022	Domino's IP Holder LLC
MEGA DEAL	75/418588	2264393	Registered	29-Dec-1997	27-Jul-1999	27-Jul-2019	Domino's IP Holder LLC
MISCELLANEOUS DESIGN (Hot Bag)	75/598054	2603034	Registered	02-Dec-1998	30-Jul-2002	30-Jul-2022	Domino's IP Holder LLC
NOID	73/665587	1479704	Registered	09-Jun-1987	08-Mar-1988	08-Mar-2018	Domino's IP Holder LLC
NOID CHARACTER	73/665591	1482433	Registered	09-Jun-1987	29-Mar-1988	29-Mar-2018	Domino's IP Holder LLC
NOID CHARACTER (Color)	73/671823	1483652	Registered	13-Jul-1987	05-Apr-1988	05-Apr-2018	Domino's IP Holder LLC
OH YES WE DID	77/951539	3856733	Registered	05-Mar-2010	05-Oct-2010	05-Oct-2020	Domino's IP Holder LLC
ONE CALL DOES IT ALL	73/551231	1394380	Registered	01-Aug-1985	20-May-1986	20-May-2016	Domino's IP Holder LLC
PEOPLE FIRST! DOMINO'S PIZZA and Design	75/791660	2433096	Registered	03-Sep-1999	06-Mar-2001	06-Mar-2021	Domino's IP Holder LLC

**TRADEMARK**

**REEL: 005636 FRAME: 0202**

**SCHEDULE 1**  
**DOMINO'S U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

PEPPERONI PRESS	73/185644	1130386	Registered	14-Sep-1978	05-Feb-1980	05-Feb-2020	Domino's IP Holder LLC
PLUS IT UP	77/945137	3949003	Registered	25-Feb-2010	19-Apr-2011	19-Apr-2021	Domino's IP Holder LLC
READY TO GO DOMINO'S PIZZA and Design	78/115216	3102884	Registered	15-Mar-2002	13-Jun-2006	13-Jun-2016	Domino's IP Holder LLC
STORE FRONT DESIGN (Front View)	75/598053	2649765	Registered	02-Dec-1998	12-Nov-2002	12-Nov-2022	Domino's IP Holder LLC
THE PIZZA DELIVERY EXPERTS	75/327449	2212515	Registered	21-Jul-1997	22-Dec-1998	22-Dec-2018	Domino's IP Holder LLC