

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1160481	GIORDANO'S	
Registration Number:	2824400	GIORDANO' S	
Registration Number:	4402032	FAMOUS STUFFED PIZZA. FRESH ITALIAN.	
Registration Number:	4411249	GIORDANO'S	
Registration Number:	4480079	THE 1	
Registration Number:	4669710	G CATERING + EVENTS	
Serial Number:	86429749	GIORDANO'S NORTHSIDE ITALIAN BEEF	
Serial Number:	86429761	GIORDANO'S SOUTHSIDE ITALIAN BEEF	
Serial Number:	86432525	FLATBED	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 North Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		

OP \$240.00 1160481

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	10/21/2015
Total Attachments: 13 source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page1.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page2.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page3.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page4.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page5.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page6.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page7.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page8.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page9.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page10.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page11.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page12.tif source=Assignment of IP Security Agreement (VPC Pizza -trademarks)#page13.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, VPC Pizza IP, LLC, as “Grantor”, and Retiring Agent are parties to that certain intellectual property security agreement identified in Exhibit A attached hereto (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement recorded with the United States Patent and Trademark Office on March 23, 2015 at Reel 5483, Frame 0699

EXHIBIT B

See attached

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM335888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VPC Pizza IP, LLC		03/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	8377 E. Hartford Drive		
Internal Address:	Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1160481	GIORDANO'S	
Registration Number:	2824400	GIORDANO' S	
Registration Number:	4402032	FAMOUS STUFFED PIZZA. FRESH ITALIAN.	
Registration Number:	4411249	GIORDANO'S	
Registration Number:	4480079	THE 1	
Registration Number:	4669710	G CATERING + EVENTS	
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Serial Number:	86429761	GIORDANO'S SOUTHSIDE ITALIAN BEEF	
Serial Number:	86432525	FLATBED	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 North Wabash Avenue		
Address Line 2:	Suite 2800		

OP \$240.00 1160481

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2015, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 20, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among VPC Pizza Operating Corp., a Delaware corporation (the "Borrower"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be 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 Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with 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 Grantor, 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 (except to the extent constituting Excluded Property) of the Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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.

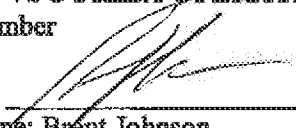
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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.

VPC PIZZA IP, LLC, as Grantor


By: VPC PIZZA OPERATING CORP., its Sole
Member

By: 
Name: Brent Johnson
Title: Secretary and Chief Financial Officer

[Signature Page to Trademark Security Agreement]


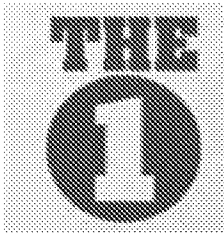
ACCEPTED AND AGREED
as of the date first above written:


GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: DENISE JONES
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
U.S. REGISTERED TRADEMARKS

TRADEMARK	REG. NO.	REGISTRATION DATE
GIORDANO'S & Design 	1,160,481	July 7, 1981
GIORDANO'S	2,824,400	March 23, 2004
FAMOUS STUFFED PIZZA. FRESH ITALIAN.	4,402,032	September 10, 2013
GIORDANO'S & Design 	4,411,249	October 1, 2013
THE 1 & Design 	4,480,079	February 11, 2014

TRADEMARK	REG. NO.	REGISTRATION DATE
G CATERING & EVENTS (Stylized)  catering + events	4669710	January 13, 2015

U.S. PENDING TRADEMARK APPLICATIONS

TRADEMARK	APP. NO.	FILING DATE
GIORDANO'S NORTHSIDE ITALIAN BEEF	86/429,749	October 21, 2014
GIORDANO'S SOUTHSIDE ITALIAN BEEF	86/429,761	October 21, 2014
DESIGN ONLY	86/432,525	October 23, 2014