

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM385148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Succession of Agency (Intellectual Property)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP (as successor-in-interest to General Electric Capital Corporation), as Agent		05/19/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Successor Agent		
Street Address:	1808 Aston Avenue, Suite 250		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2736495	A FRESH WAY OF MAKING PIZZA.	
Registration Number:	2186254	DELITE	
Registration Number:	3339186	DELITE	
Registration Number:	4451217	FAVES	
Registration Number:	2815887	HAND MADE HOME BAKED	
Registration Number:	4137870	HANDMADE. HOME BAKED.	
Registration Number:	4145311	HANDMADE. HOME BAKED.	
Registration Number:	4222983	HEARTBAKER	
Registration Number:	4157809	JOIN THE TAKE 'N' BAKE REVOLUTION	
Registration Number:	3676208	MAKE IT A MEAL	
Registration Number:	4164027	MINI MURPH	
Registration Number:	1609982	MURPHY'S PIZZA	
Registration Number:	3211275		
Registration Number:	3405204		
Registration Number:	1983341	PAPA MURPHY'S	
Registration Number:	2875107	PAPA MURPHYS HAND MADE HOME BAKED	
Registration Number:	3961116	PAPA MURPHY'S PIZZA	

OP \$765.00 2736495

Property Type	Number	Word Mark
Registration Number:	4131041	PAPA MURPHY'S PIZZA
Registration Number:	3148456	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3148460	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3192303	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3148457	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3148464	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	3148461	PAPA MURPHY'S TAKE 'N' BAKE PIZZA
Registration Number:	1447787	PAPA'S FAVORITE
Registration Number:	2924995	PAPA-RONI
Registration Number:	3518907	WE CAN DO THAT
Serial Number:	86166699	A FRESH WAY OF MAKING PIZZA
Serial Number:	85938889	C.Y.O. CREATE YOUR OWN
Registration Number:	1837441	PAPA ALDO'S

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	040324-174
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	05/20/2016

Total Attachments: 5

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NOTICE OF SUCCESSION OF AGENCY (INTELLECTUAL PROPERTY)

This **NOTICE OF SUCCESSION OF AGENCY (INTELLECTUAL PROPERTY)** (this "Notice"), dated as of May [19], 2016 (the "Effective Date"), is entered into among ANTARES CAPITAL LP, a Delaware limited partnership (as successor-in-interest to GENERAL ELECTRIC CAPITAL CORPORATION ("GECC")), as Agent, an L/C Issuer and Swingline Lender under the Credit Agreement as defined below (in such capacity, the "Resigning Agent"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo Bank") in its capacity as Successor Agent under the Successor Agent Agreement as defined below.

WHEREAS, pursuant to the Credit Agreement, dated as of August 28, 2014 by and among the PMI Holdings, Inc. (the "Borrower"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time and GECC, as Agent, an L/C Issuer and Swingline Lender (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Credit Agreement"), GECC, the Borrower and certain grantor parties identified on the signature page thereto (collectively with the Borrower, the "Grantors") entered into that certain Guaranty and Security Agreement, dated as of August 28, 2014 (the "Guaranty and Security Agreement") and the Trademark Security Agreement, dated as of August 28, 2014 (the "Trademark Security Agreement", together with the Credit Agreement and Guaranty and Security Agreement, the "Agreements"), pursuant to which, in each case, the Grantors granted to Resigning Agent a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 28, 2014 at Reel Frame 5354/0579, with respect to the trademarks identified on Schedule A attached hereto;

WHEREAS, pursuant to the Omnibus Agency Transfer Agreement and the Assignment of Intellectual Property Security Agreement (the "IP Security Interest Assignment Agreement"), each dated as of August 21, 2015 and entered into among GECC and the Resigning Agent, GECC assigned to the Resigning Agent all of its rights, remedies, duties and other obligations under the Agreements;

WHEREAS, the IP Security Interest Assignment Agreement was recorded with the United States Patent and Trademark Office on October 5, 2015 at Reel Frame 5637/0273, with respect to the trademarks identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Successor Agent Agreement dated as of May 19, 2016 entered into among the Resigning Agent, Successor Agent, Required Lenders (as defined in the Successor Agent Agreement), and Borrower, (the "Successor Agent Agreement"), the Resigning Agent resigned as Agent and is succeeded to and replaced by the Successor Agent as successor Agent;

NOW, THEREFORE, the parties agree as follows:

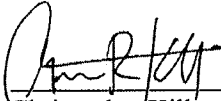
1. **Defined Terms.** All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement or Successor Agent Agreement, as applicable.

2. **Succession and Replacement of Agency.** Pursuant to the terms and conditions set forth in the Successor Agent Agreement, the Resigning Agent has ceased to be Agent under such capacity and is succeeded to and replaced by the Successor Agent as Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Resigning Agent under the Guaranty and Security Agreement and the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

ANTARES CAPITAL LP,
as the Resigning Agent

By: 

Name: Christopher Kill

Title: Duly Authorized Signatory

PMI HOLDINGS, INC.
NOTICE OF SUCCESSION OF AGENCY
(INTELLECTUAL PROPERTY)

TRADEMARK
REEL: 005798 FRAME: 0128





SUCCESSOR AGENT:





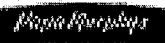

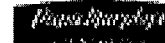
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Successor Agent

By: Maureen S. Malphus
Name: Maureen Malphus
Title: Vice President

PMI HOLDINGS, INC.
NOTICE OF SUCCESSION OF AGENCY
(INTELLECTUAL PROPERTY)

Schedule A

Mark	Example	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
A FRESH WAY OF MAKING PIZZA	Words	United States	75/449869	9/16/2002	2,736,495	7/15/2003
A FRESH WAY OF MAKING PIZZA	Words	United States	85186499	1/15/2014		
C.Y.O. CREATE YOUR OWN		United States	85/938889	5/21/2013		
deLITE		United States	75/049890	1/29/1996	2,186,254	9/1/1998
DELITE	Words	United States	77/166876	4/26/2007	3,339,186	11/20/2007
FAVES	Words	United States	85/920760	5/1/2013	4,451,217	12/17/2013
HAND MADE HOME BAKED	Words	United States	76/450664	9/18/2002	2815887 Supp Reg	2/17/2004
HANDMADE, HOME BAKED.	Words	United States	85/291726	4/11/2011	4,137,870	5/8/2012
HANDMADE, HOME BAKED.	Words	United States	85/292262	4/11/2011	4,145,311	5/22/2012
HEARTBAKER	Words	United States	85/380454	7/25/2011	4,222,983	10/9/2012
JOIN THE TAKE 'N' BAKE REVOLUTION	Words	United States	85/451,472	10/19/2011	4,157,809	6/12/2012
MAKE IT A MEAL	Words	United States	77673193	2/18/2009	3,676,208	9/1/2009
MINI MURPH	Words	United States	85/451,478	10/19/2011	4,164,027	6/26/2012
MURPHY'S PIZZA	Words	United States	73/834845	10/30/1989	1,609,982	8/14/1990
OPEN OVEN DESIGN		United States	78/871519	4/27/2006	3,213,275	2/20/2007
OPEN OVEN DESIGN B&W		United States	77266035	8/28/2007	3,405,204	4/1/2008
PAPA ALDO'S	Words	United States	74/398644	6/7/1993	1,837,441	5/24/1994

Mark	Example	Jurisdiction	Serial No.	Application Date	Registration No.	Registration Date
PAPA MURPHY'S	Words	United States	74/525546	5/17/1994	1,983,341	7/2/1996
PAPA MURPHY'S HAND MADE HOME BAKED		United States	78/321855	10/31/2003	2,875,107	8/17/2004
PAPA MURPHY'S PIZZA (black & white with design)		United States	85/109,299	8/17/2010	3,861,116	5/17/2011
PAPA MURPHY'S PIZZA (color with design)		United States	85/373,794	7/18/2011	4,131,041	4/24/2012
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (stylized and/or with design)		United States	78/732882	10/13/2005	3,148,456	9/26/2006
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (stylized and/or with design)		United States	78/732994	10/13/2005	3,148,460	9/26/2006
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (stylized and/or with design)	Words	United States	78/733017	10/13/2005	3,192,303	1/2/2007
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (with design)		United States	78/732933	10/13/2005	3,148,457	9/26/2006
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (standard characters)	Words	United States	78/733027	10/13/2005	3,148,464	9/26/2006
PAPA MURPHY'S TAKE 'N' BAKE PIZZA (stylized and/or with design)		United States	78/733008	10/13/2005	3,148,461	9/26/2006
PAPA'S FAVORITE	Words	United States	73/596,046	5/5/1986	1,447,787	
PAPA-RONI	Words	United States	78/268908	6/30/2003	2,924,995	2/8/2005
WE CAN DO THAT	Words	United States	77/120868	3/1/2007	3,518,907	10/31/2008

* Registration is pending. Serial number and filing date provided.