

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407000

<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>
ImaPizza, LLC		11/29/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	1445 Research Boulevard, 4th Floor		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20850		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4518733	&	
<b>Registration Number:</b>	4397071	& PIZZA	
<b>Registration Number:</b>	4397072	& PIZZA	
<b>Serial Number:</b>	86888650	AND	
<b>Serial Number:</b>	86671866	&	
<b>Serial Number:</b>	86671899	&	
<b>Serial Number:</b>	86671939	&	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(703) 714-7426		
<b>Email:</b>	cgiragosian@hunton.com		
<b>Correspondent Name:</b>	Chris Giragosian, Hunton & Williams LLP		
<b>Address Line 1:</b>	1751 Pinnacle Drive, Suite 1700		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	33411.031536		
<b>NAME OF SUBMITTER:</b>	C Christopher Giragosian		
<b>SIGNATURE:</b>	/C Christopher Giragosian/		

CH \$190.00 4518733

<b>DATE SIGNED:</b>	11/30/2016
---------------------	------------

**Total Attachments: 8**

- source=Trademark Security Agreement 1#page1.tif
- source=Trademark Security Agreement 2#page1.tif
- source=Trademark Security Agreement 3#page1.tif
- source=Trademark Security Agreement 4#page1.tif
- source=Trademark Security Agreement 5#page1.tif
- source=Trademark Security Agreement 6#page1.tif
- source=Trademark Security Agreement 7#page1.tif
- source=Trademark Security Agreement 8#page1.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement this "Agreement") is made as of November 29, 2016, by ImaPizza, LLC, a Delaware limited liability company ("Borrower"), in favor of SunTrust Bank, a Georgia banking corporation ("Lender").

### RECITALS

In order to induce Lender extend credit to Borrower, Borrower has agreed to grant to Lender a security interest in Borrower's trademarks for purposes of securing the obligations of Borrower to Lender.

### **NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's present or future indebtedness, obligations and liabilities to Lender (the "Obligations"), Borrower hereby assigns, transfers, conveys and grants a security interest and mortgaged to Lender, as security, but not as an ownership interest, in and to Borrower's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks")

(b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, extensions, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

**THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE BORROWER'S OBLIGATIONS TO LENDER.**

2. Authorization and Request. Borrower authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

3. Covenants and Warranties. Borrower represents, warrants, covenants and agrees

as follows:

- (a) Borrower is the sole owner of the Collateral.
- (b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Borrower is bound.
- (c) During the term of this Agreement, Borrower will not transfer or otherwise encumber any interest in the Collateral.
- (d) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;
- (e) Borrower shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark not specified in this Agreement.
- (f) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, (ii) use its best efforts to detect infringements of the Trademarks and (iii) not allow any Trademarks to be abandoned, forfeited or dedicated to the public unless (A) Lender gives its written consent, which shall not be unreasonably withheld, or (B) Borrower determines that reasonable business practices suggest that abandonment is appropriate.
- (g) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Borrower first has rights in such after acquired Collateral, in favor of Lender a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the Obligations upon making the filings referred to in clause (h) below.
- (h) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Trademarks and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder.
- (i) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Borrower with respect to the Collateral is accurate and complete in all material respects.
- (j) Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Borrower shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Borrower's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that certain

contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Agreement to take but which Borrower fails to take, after fifteen (15) days' notice to Borrower. Borrower shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Further Assurances; Attorney in Fact.

(a) Upon an Event of Default, on a continuing basis thereafter, Borrower will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Collateral.

(b) Upon an Event of Default, Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Lender or otherwise, from time to time in Lender's discretion, upon Borrower's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Borrower's approval of or signature to such modification by amending Exhibit C, as appropriate, to include reference to any right, title or interest in any Trademarks acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Borrower no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Borrower where permitted by law.

6. Events of Default. An "Event of Default" shall occur upon the occurrence of an event of default under the \$2,662,000 Commercial Note dated as of the date hereof made by Borrower and payable to Lender or under any future note, instrument agreement or document that evidences, guarantees governs or secures any of the Obligations which event of default is not cured within any applicable grace period.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Maryland Uniform Commercial Code, including without limitation the right to require Borrower to assemble the Collateral and any tangible property in which Lender has a security interest and to make it

available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Borrower will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Lender's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Borrower agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Borrower, whether under this Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

9. Release. At such time as Borrower shall completely satisfy all of the Obligations secured hereunder and any commitment of Lender to extend credit to Borrower has expired, Lender shall execute and deliver to Borrower all assignments and other instruments as may be reasonably necessary or proper to terminate Lender's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Lender pursuant to this Agreement. For the purpose of this Agreement, the Obligations secured hereunder shall be deemed to continue if Borrower enters into any bankruptcy or similar proceeding at a time when any amount paid to Lender could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.

10. No Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise nor any delay in exercising, on the part of Lender, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by Lender shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Lender.

11. Rights Are Cumulative. All of Lender's rights and remedies with respect to the Collateral whether established by this Agreement or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.

12. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

13. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of any other agreements relating to the Obligations, the provision giving Lender greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Lender under any other agreement. This Agreement, and the documents relating to the Obligations comprise the entire agreement of the parties with respect to the matters addressed in this Agreement.

14. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

16. Maryland Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Maryland, without regard for choice of law provisions. Borrower and Lender consent to the nonexclusive jurisdiction of any state or federal court located in Montgomery County, Maryland.

17. Notices. All notices, requests, demands and other communications with respect hereto or any other Loan Document shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, to the following addresses:

If to the Lender,

SunTrust Bank  
1445 Research Blvd., 4<sup>th</sup> Floor  
Rockville, Maryland 20850  
Attention: Gregory T. Brouillette

If to the Borrower

IMA Pizza, LLC  
229 ½ Pennsylvania Avenue, SE  
Suite 206  
Washington, DC 20003  
Attention: Michael Lastoria

Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) upon the earliest of (a) the date it is actually received, (b) the business day after the day on which it is delivered by hand, (c) the business day after the day on which it is properly delivered to Federal Express (or a comparable overnight delivery service), or (d) the third business day after the day on which it is deposited in the United States mail. Either a Borrower or the Lender may change its address by notifying the other party of the new address in any manner permitted by this Section 15.

**18. WAIVER OF RIGHT TO JURY TRIAL. LENDER AND BORROWER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN LENDER AND BORROWER; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF LENDER OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.**

**[SIGNATURE ON NEXT PAGE]**



IN WITNESS WHEREOF, Borrower has executed this Agreement on the day and year first above written.

IMAPizza, LLC

By: MF  
Michael Lastoria  
President

STATE OF DC )  
COUNTY OF DC ) ss.

On November 28, 2016, before me, Justine Hu, Notary Public, personally appeared Michael Lastoria, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
(Seal)



**JUSTINE HU**  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires September 30, 2020

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
Canada	& Pizza (Unstylized)	1,764,332	January 21, 2016
Canada	& (Stylized)	1,769,491	February 25, 2016
European Union	& (Stylized)	015141864	February 24, 2016
European Union	& Pizza (Stylized)	015141872	February 24, 2016
United States	& (Unstylized)	86/671,866	June 23, 2015
United States	& (Stylized)	86/671,899	June 23, 2015
United States	& (Stylized)	86/671,939	June 23, 2015
United States	AND	86/888,650	January 27, 2016
United States	& (Stylized)	4,518,733	April 22, 2014
United States	& Pizza (Stylized)	4,397,072	September 3, 2013
United States	& Pizza (Unstylized)	4,397,071	September 3, 2013