

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Domino's IP Holder LLC		04/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87417405	DOMINO'S HOTSPOTS	
Serial Number:	87417417	DOMINO'S DELIVERY HOTSPOTS	
Registration Number:	5175629	PIECE OF THE PIE REWARDS	
Registration Number:	5170189	PIECE OF THE PIE REWARDS	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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:	2483584400		
Email:	trademarks@brookskushman.com		
Correspondent Name:	Elizabeth F. Janda		
Address Line 1:	1000 Town Center, 22nd Floor		
Address Line 4:	Southfield, MICHIGAN 48075-1238		
ATTORNEY DOCKET NUMBER:	DOMP0100A		
NAME OF SUBMITTER:	Elizabeth F. Janda		
SIGNATURE:	/elizabeth f janda/		
DATE SIGNED:	05/16/2017		
Total Attachments: 4			
source=Supplemental Security Interest U.S. Signed April 27 2017#page1.tif			

CH \$115.00 87417405

source=Supplemental Security Interest U.S. Signed April 27 2017#page2.tif
source=Supplemental Security Interest U.S. Signed April 27 2017#page3.tif
source=Supplemental Security Interest U.S. Signed April 27 2017#page4.tif

SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS

GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of April 27, 2017 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 covering new After-Acquired IP Assets not included in the Supplemental Security Interest in Trademarks dated September 30, 2015.

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.

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.

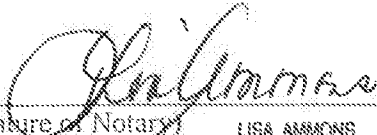
By: 

Name: Adam J. Gacek

Title: Secretary

MICHIGAN STATE)
) ss.
COUNTY OF WASHTENAW)

On this 27th day of April, 2017 before me, the undersigned, a Notary Public in and for the State of Michigan, duly commissioned and sworn, personally appeared Adam J. Gacek, known to be the Secretary of Domino's 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.



(Signature of Notary) LISA ANNONG
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Apr 18, 2019
ACTING IN COUNTY OF Washtenaw

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of
Michigan
My appointment expires April 16, 2019

Schedule 1
Trademarks

Trademark	App. No.	Reg. No.	Status	Filing Date	Reg. Date	Renewal Due	Owner
DOMINOS HOTSPOTS	87417405		Pending	19-Apr-2017			Domino's IP Holder LLC
DOMINO'S DELIVERY HOTSPOTS	87417417		Pending	19-Apr-2017			Domino's IP Holder LLC
PIECE OF THE PIE REWARDS	87134955	5175629	Registered	11-Aug-2016	04-Apr-2017	04-Apr-2027	Domino's IP Holder LLC
PIECE OF THE PIE REWARDS and Design	87127721	5170189	Registered	04-Aug-2016	28-Mar-2017	28-Mar-2027	Domino's IP Holder LLC