

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446955

<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>
BERNATELLO'S PIZZA, INC.		10/06/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC BANK USA		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Bank and Trust Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2129060	5 STAR	
<b>Registration Number:</b>	4998411	BERNATELLO'S	
<b>Serial Number:</b>	86838514	BREW	
<b>Registration Number:</b>	4373576	BREW PUB PIZZA	
<b>Registration Number:</b>	4431990	BREW PUB PIZZA HIGHEST QUALITY	
<b>Serial Number:</b>	86248588	BREW PUB	
<b>Registration Number:</b>	4906320	BREW PUB	
<b>Serial Number:</b>	87211637	GREAT TASTE... NATURALLY!	
<b>Serial Number:</b>	86832366	HAPPY HOUR	
<b>Serial Number:</b>	86870938	IT'S BREW TIME	
<b>Registration Number:</b>	5073411	LOTZZA HOTZZA	
<b>Registration Number:</b>	4225275	LOTZZA MOTZZA	
<b>Registration Number:</b>	5111341	MICRO BREW	
<b>Serial Number:</b>	87213062	NATUREDALE	
<b>Registration Number:</b>	2129061	ORV'S	
<b>Registration Number:</b>	4435995	ORV'S	
<b>Registration Number:</b>	4900515	PIZZA CORNER	
<b>Registration Number:</b>	4812040	PIZZA DAVE	

OP \$690.00 2129060

Property Type	Number	Word Mark
Serial Number:	86924909	PUB
Serial Number:	87301554	REAL GREAT TASTE...NATURALLY!
Serial Number:	87229777	REALZA
Registration Number:	2666102	TASTY TOPPINGS
Registration Number:	4994402	TACO GRANDE
Registration Number:	5073293	
Serial Number:	86960952	BREW PUB PIZZA
Registration Number:	4105639	TRADITIONS
Registration Number:	4189303	WHERE THE TASTE OF ITALY COMES TO YOUR T

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 6124927216  
**Email:** mbowman@fredlaw.com  
**Correspondent Name:** Megan A. Bowman  
**Address Line 1:** 200 South Sixth Street  
**Address Line 2:** Ste 4000  
**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Megan A. Bowman
<b>SIGNATURE:</b>	/Megan A. Bowman/
<b>DATE SIGNED:</b>	10/12/2017

**Total Attachments: 20**

- source=Bernatello's Pizz#page1.tif
- source=Bernatello's Pizz#page2.tif
- source=Bernatello's Pizz#page3.tif
- source=Bernatello's Pizz#page4.tif
- source=Bernatello's Pizz#page5.tif
- source=Bernatello's Pizz#page6.tif
- source=Bernatello's Pizz#page7.tif
- source=Bernatello's Pizz#page8.tif
- source=Bernatello's Pizz#page9.tif
- source=Bernatello's Pizz#page10.tif
- source=Bernatello's Pizz#page11.tif
- source=Bernatello's Pizz#page12.tif
- source=Bernatello's Pizz#page13.tif
- source=Bernatello's Pizz#page14.tif
- source=Bernatello's Pizz#page15.tif
- source=Bernatello's Pizz#page16.tif
- source=Bernatello's Pizz#page17.tif
- source=Bernatello's Pizz#page18.tif
- source=Bernatello's Pizz#page19.tif



**SUPPLEMENT AND ACKNOWLEDGMENT REGARDING  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

October 6, 2017

BERNATELLO'S PIZZA, INC., a Minnesota corporation (the "Borrower"), hereby acknowledges and agrees for the benefit of CIBC BANK USA (formerly known as The PrivateBank and Trust Company), an Illinois bank and trust company, and its successors and assigns (the "Bank"), as follows:

1. That certain Intellectual Property Security Agreement dated December 16, 2010, between Borrower and Bank (the "Security Agreement") remains in full force and effect, and attached hereto is a true, correct and complete copy of the Security Agreement.
2. Without in any way limiting the generality of the Security Agreement, the term "Secured Obligations" as used in the Security Agreement includes without limitation all amounts owed by Borrower to Bank under or in respect of that certain Loan and Security Agreement, dated as of October 6, 2017, between the Borrower and Bank, as it may be amended, modified, supplemented, restated or replaced from time to time (the "Loan Agreement").
3. Without in any way limiting the generality of the Security Agreement, any reference to "Loan Agreement" in the Security Agreement shall mean and be a reference to the Loan Agreement described in paragraph 2 above.
4. Without in any way limiting the generality of the Security Agreement, any reference to "Bank" in the Security Agreement shall mean and be a reference to CIBC Bank USA (formerly known as The PrivateBank and Trust Company), an Illinois bank and trust company, and its successors and assigns.
5. Pursuant to Section 2 of the Security Agreement, the undersigned hereby provides notice that the undersigned has acquired the Collateral set forth on Supplement to Schedule 2 of Exhibit A attached hereto and agrees that the information on Supplement to Schedule 2 of Exhibit A shall supplement Schedule 2 of Exhibit A to the Security Agreement
6. The Borrower hereby reaffirms all representations, warranties and covenants made in the Security Agreement as though made on and as of the date hereof.
7. The Borrower is providing this Acknowledgment Regarding Security Agreement to Bank with the understanding that Bank is relying upon this Acknowledgment in advancing sums under the Loan Agreement.

*(Signature page follows)*

IN WITNESS WHEREOF, the undersigned has duly executed this Acknowledgment  
Regarding Intellectual Property Security Agreement as of the date first written above.

BERNATELLO'S PIZZA, INC.


By:   
Name: William B. Ramsay  
Its: President


*(Signature page to Ack. re: IP Security Agreement)*

Supplement to Schedule 2 of Exhibit A




Trademark	Serial No./Reg.	Our File No.	Filing/Reg. Date	Date of First Use	Goods/Services
5 Star BERNATELLO'S	2,129,060 4,998,411	1004.0058 1004.0024	1/13/98 7/12/16	7/30/96 6/12; 2/22/82; 3/12; 3/12; 3/12	(30) Frozen pizza  (29) Frozen snack foods and appetizers, namely, breaded mushrooms, mozzarella sticks, breaded jalapeños, breaded cheese cubes, breaded cheese curds, breaded hotdogs and/or bratwursts; (30) pizza; ice cream; crust used under pizza; garlic cheese bread; breakfast pizza. (35) Marketing consultation in the field of food; marketing consultation services in the field of pizza, ice cream and prepared foods; (39) distribution services, namely, delivery of food; distribution services, namely, delivery of pizza, ice cream and prepared foods; food warehousing services; warehouse storage of pizza, ice cream and prepared foods; food packaging services to the order and specification of others; packaging services of pizza, ice cream and prepared foods to the order and specification of others; (40) private label food manufacturing services; private label manufacturing services for others of pizza and prepared food

(Signature page to Ack. re: IP Security Agreement)

BREW	86/838,514	1004.0103	12/3/15			(30) Pizza
BREW PUB PIZZA	4,373,576	1004.0060	7/23/13	10/23/12		(30) Pizza
Brew Pub and Design 	4,431,990	1004.0078	11/12/13	10/23/12		(30) Pizza
BREW PUB	86/248,588	1004.0088	4/10/14			(29) Frozen snack food appetizers, namely, breaded mushrooms, mozzarella sticks, breaded jalapeños, breaded or battered cheese, breaded cheese curds, breaded hot dogs and/or bratwursts, breaded ham and cheese, breaded or battered onion rings, corn dogs, shrimp, fish, breaded or battered fish, seafood, breaded or battered seafood, chicken wings, potatoes, stuffed potatoes, potato skins (30) Calzones; garlic cheese bread; bread sticks; frozen snack food appetizers, namely, pretzels
BREW PUB	4,906,320	1004.0108	2/23/16	10/23/12		(30) Pizzas

GREAT TASTE...NATURALLY	87/211/637	1004.0141	10/21/16		(30) Pizza
HAPPY HOUR	86/832,366	1004.0102	11/25/15		(29) frozen snack foods and appetizers, namely, breaded mushrooms, mozzarella sticks, breaded jalapeños, breaded cheese cubes, breaded cheese curds, breaded hotdogs and/or bratwursts
					(30) pizza; ice cream; sandwiches; crust used under pizza; flatbread; garlic cheese bread; bruschetta bread; breakfast pizza; doughs; breads; biscuits; rolls; bagels; dessert pizza in the nature of traditional type pizza with fruit toppings and/or frosting; frozen snack foods and appetizers, namely, breaded ham and cheese sandwiches, breaded mini Rueben sandwiches
IT'S BREW TIME	86/870,938	1004.0106	01/11/16		(30) Pizza
LOTZZA HOTZZA	5,073,411	1004.0115	11/1/16	2/16	(30) Pizzas
LOTZZA MOTZZA	4,225,275	1004.0042	10/16/12	7/31/96	(30) Frozen pizza
MICRO BREW	5,111,341	1004.0111	12/27/16	7/1/16	(30) Pizzas
NATUREDALE	87/213,062	1004.0142	10/24/16		(30) Pizza
ORV'S	2,129,061	1004.0057	1/13/98	1996	(30) Frozen pizza
Orv's Logo	4,435,995	1004.0045	11/19/13	1996	(30) Pizza
					
PIZZA CORNER	4,900,515	1004.0129	2/16/16	1/1/78; 1/1/77	(30) Pizza; prepared pizza; frozen pizza (43) Restaurant services; take-out restaurant services; pizza parlor



	4,812,040	1004.0130	9/15/15	1/1/78; 1/1/77	(30) Pizza; prepared pizza; frozen pizza (43) Restaurant services; take-out restaurant services; pizza parlor
PUB	86/924,909	1004.0109	03/01/16		(30) Pizzas
REAL GREAT TASTE...NATURALLY	87/301,554	1004.0148	1/13/17		(30) Pizza
REALZA	87/229,777	1004.0146	11/8/16		(30) Pizza
FASTY TOPPINGS	2,666,102	1004.0048	12/24/02	9/30/96	(30) Frozen pizza
TACO GRANDE	4,994,402	1004.0099	7/5/16	07/10/15	(30) Pizza
TAP Logo 	5,073,293	1004.0112	11/1/16	10/23/12	(30) Pizzas
Tavern Scene 	86/960,952	1004.0113	04/01/16		(30) Pizzas
TRADITIONS	4,105,639	1004.0021	2/28/12	6/28/11	(30) Pizza
WHERE THE TASTE OF ITALY COMES TO YOUR TABLE!	4,189,303	1004.0026	8/14/12	11/21/06	(30) Pizza; flatbread; garlic cheese bread; bruschetta-topped bread

62334937.1

**TRADEMARK**  
**REEL: 006180 FRAME: 0736**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is dated as of December 16, 2010, by and between BERNATELLO'S PIZZA, INC., a Minnesota corporation whose address is 200 Congress Street West, Maple Lake, Minnesota 55358 ("Borrower"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois bank and trust company whose address is 50 South Sixth Street, Suite 1415, Minneapolis, MN 55402 (the "Bank").

### RECITALS:

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of the date hereof (as amended, modified, supplemented, restated, or replaced from time to time, the "Loan Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

### AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security Interest and Collateral.** To secure the payment and performance of the Secured Obligations, including without limitation all Hedging Obligations (as defined in the Loan Agreement), or any other present or future instrument or agreement or by operation of law, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (all such debts, liabilities and obligations are herein collectively referred to as the "Obligations"), Borrower hereby grants Bank a security interest (the "Security Interest"), with power of sale, in all of the intellectual property of Borrower (the "Collateral"), including but not limited to the intellectual property described in Exhibit A and the following:

(a) **Patents.** (i) All patents and patent applications listed on Schedule 1 of Exhibit A hereto, (ii) all reissues, divisions, continuations, renewals, extensions, continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, and (v) all rights corresponding thereto throughout the world (all such items described in this subsection (a) referred to as "Patents");

(b) **Trademarks.** (i) All trade names, trademarks, service marks and any registrations thereof and applications therefore listed on Schedule 2 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, (v) all rights corresponding thereto

throughout the world, (vi) all goodwill of Borrower's business connected with and symbolized by the foregoing (all such items described in this subsection (b) referred to as "Trademarks"); and (vii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Borrower is a licensor or licensee under such license agreement, including but not limited to, the license agreements listed on Schedule 3 of Exhibit A, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Bank's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Trademark Licenses").

(c) Copyrights. (i) All copyrights and registrations thereof listed on Schedule 4 of Exhibit A hereto, (ii) any renewals thereof, (iii) all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including but not limited to under any licenses and any damages for past, present or future infringement thereof, (iv) the right to sue for past, present or future infringements thereof, and (v) all rights corresponding thereto throughout the world (all such items described in this subsection (c) referred to as "Copyrights");

(d) Miscellaneous. All inventions, discoveries, ideas, technology, know-how, trade secrets, processes, formulas, models, prototypes, drawings and designs, computer software programs, and documents, computer disks, source codes, object codes, lab books or other materials related thereto; and

(e) Proceeds. All proceeds of any of the foregoing.

Notwithstanding the foregoing, the Collateral shall not include, and no security interest shall be deemed granted hereunder in, (i) any permit, license, agreement or asset subject to any such agreement to the extent that the grant of a security interest therein constitutes a breach of, grounds for termination of, or a default under, such permit, license or agreement (other than to the extent that such terms would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any applicable jurisdiction or by any other applicable law or principles of equity), or (ii) any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed); provided, however, the Collateral shall include any proceeds, products, substitutions or replacements of such property (unless such proceeds, products, substitutions or replacements would otherwise constitute property described in clause (i) or (ii) above or otherwise excluded from the Collateral).

2. Representations, Warranties and Agreements. Borrower represents, warrants and agrees that:

(a) The Patents, Trademarks, Trademark Licenses and Copyrights listed on Schedules 1, 2, 3 and 4, respectively, constitute all of the patents, trademarks, licenses, registered copyrights and applications therefor now owned by Borrower. If, before the

Obligations (other than contingent indemnification obligations as to which no claim has been asserted) shall have been satisfied in full in cash and all of Bank's commitments to lend to Borrower shall have expired or been terminated, Borrower shall (i) obtain rights (other than non-exclusive commercially available rights) to any new patentable inventions, registrable trademarks, trademark registrations, trade names or registered copyrights, (ii) become entitled to the benefit (other than non-exclusive commercially available rights) of any patent, trademark, copyright or registration thereof, or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, or (iii) become a party to or subject to any trademark license, then the provisions of Section 1 above shall automatically apply thereto and Borrower shall give to Bank prompt written notice thereof. Borrower hereby authorizes Bank to modify this Agreement by amending Schedule 1, 2, 3 and/or 4, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, licenses and copyright registrations which are Patents, Trademarks, Trademark Licenses or Copyrights, as applicable, under Section 1 above.

(b) Borrower has (or will have at the time Borrower acquires rights in Collateral hereafter arising) absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, except the Security Interest (and the Permitted Liens). Borrower will keep all Collateral free and clear of all security interests, liens and encumbrances and will defend the Collateral against all claims or demands of all persons other than Bank (and the holders of Permitted Liens).

(c) Until the Obligations (other than contingent indemnification obligations as to which no claim has been asserted) shall have been satisfied in full in cash, all of Bank's commitments to lend pursuant to the Loan Agreement shall have been terminated or expired and all Letters of Credit shall have expired or the liability of the Bank thereon shall have been discharged, Borrower will not, without Bank's prior written consent, sell any of the Collateral or enter into any agreement which is inconsistent with Borrower's obligations or Bank's rights under this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity of the Collateral or enforcement of Bank's rights in the Collateral.

(d) To the extent Borrower, in applying reasonable judgment determines it is appropriate to proceed, Borrower will use commercially reasonable efforts to prosecute diligently any patent application that is part of the Patents, any trademark application that is part of the Trademarks, and any copyright registration that is part of the Copyrights, pending as of the date hereof or thereafter until the Obligations (other than contingent indemnification obligations as to which no claim has been asserted) shall have been satisfied in full in cash, all of Bank's commitments to lend to Borrower shall have been terminated or expired and all Letters of Credit shall have expired or the liability of the Bank thereon shall have been discharged. Borrower if, after application of reasonable judgment determines it is appropriate to proceed, will file and prosecute applications or registrations on unpatented but patentable inventions, on trademarks and on

copyrightable works, as recommended by reputable legal counsel. Borrower will preserve and maintain all rights in patent applications and patents that are part of the Patents, in trademark applications, trademarks, and trademark registrations that are part of the Trademarks, and in copyrightable works and copyright registrations that are part of the Copyrights. Any expenses incurred in connection with such registrations or applications shall be borne by Borrower.

(e) Borrower shall not abandon any right to file a patent application or trademark application, or any pending patent application, trademark application, patent, trademark or copyright without the consent of Bank; provided, however, that nothing in this Agreement shall prohibit any such abandonment if such abandonment is, in the reasonable judgment of Borrower, desirable in the conduct of Borrower's business and not disadvantageous in any material respect to Bank.

(f) Borrower will at all reasonable times, and following reasonable advance notice if no Event of Default then exists, permit Bank or its representatives to examine or inspect any Collateral, wherever located, and to examine, inspect and copy Borrower's books and records pertaining to the Collateral and its business and financial condition as more fully set forth in the Loan Agreement.

(g) Borrower will keep accurate and complete records pertaining to the Collateral and pertaining to Borrower's business and financial condition and submit to Bank such periodic reports concerning the Collateral and Borrower's business and financial condition as Bank may from time to time reasonably request.

(h) Borrower will pay when due or reimburse Bank on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by Bank in connection with the creation, perfection, satisfaction, protection, defense or enforcement of the Security Interest or the creation, continuance, protection, defense or enforcement of this Agreement or of the Obligations, including expenses incurred in any litigation or bankruptcy or insolvency proceedings.

(i) Borrower will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Bank may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Bank's rights under this Agreement.

3. **Royalties.** Neither the Security Interest granted herein, nor the exercise by Bank of any of its rights under this Agreement, shall (a) impose on Bank any liability to Borrower for royalties or other similar charges, or (b) be limited geographically.

4. **Events of Default.** The occurrence of any Event of Default shall constitute an Event of Default hereunder.

5. **Remedies upon Event of Default; Power of Attorney.** At any time after the occurrence and during the continuance of an Event of Default, Bank may exercise those remedies set forth in the Loan Agreement. All of Bank's rights and remedies with respect to the Patents, Trademarks, Trademark Licenses and Copyrights, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, Borrower hereby irrevocably appoints Bank as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Bank of written notice to Borrower of Bank's intention to enforce its rights and claims against Borrower, Borrower hereby authorizes Bank to, in its sole discretion (i) endorse Borrower's name on all applications, documents, papers and instruments reasonably necessary or desirable for Bank in the use of the Patents, Trademarks, Trademark Licenses and Copyrights, (ii) take any other actions with respect to the Patents, Trademarks, Trademark Licenses and Copyrights as Bank reasonably deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Patents, Trademarks or Copyrights to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Copyrights to anyone on commercially reasonable terms. Bank shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 5 without taking like action with respect to the entire goodwill of Borrower's business and related assets connected with the use of, and symbolized by, such Patents, Trademarks or Copyrights. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a Bank under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Copyrights may be located or deemed located.

6. **Bank's Right to Sue.** From and after the occurrence of any Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Trademark Licenses and Copyrights, and, if Bank shall commence any such suit, Borrower shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Borrower shall indemnify and shall, upon demand, promptly reimburse Bank for all costs and expenses incurred by Bank in the exercise of its rights under this Section 6.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Bank. A waiver signed by Bank shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Bank's rights or remedies. All rights and remedies of Bank shall be cumulative and may be exercised singularly or concurrently, at Bank's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the

exercise or enforcement of any other. All notices to be given hereunder shall be deemed sufficiently given if sent in the same manner provided in Section 14.3 of the Loan Agreement. Bank's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Bank exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Bank need not otherwise preserve, protect, insure or care for any Collateral. Bank shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Bank and their respective representatives, successors and assigns and shall take effect when signed by Borrower and delivered to Bank, and Borrower waives notice of Bank's acceptance hereof. Bank may execute this Agreement if appropriate for the purpose of filing, but the failure of Bank to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement or other recording document signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement or other recording document. Borrower will execute, from time to time, and authorizes Bank to execute from time to time as Borrower's attorney-in-fact, such financing statements, assignments, and other documents covering the Collateral, including Proceeds, as Bank may reasonably request in order to create, evidence, perfect, maintain or continue its security interest in the Collateral (including additional Collateral acquired by Borrower after the date hereof), and Borrower will pay the cost of filing the same in all public offices in which Bank may deem filing to be appropriate and will notify Bank promptly upon acquiring any additional Collateral that may require an additional filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Agreement by signing any such counterpart. Whenever possible, each provision of this Agreement and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other statement, instrument or transaction contemplated hereby or relating hereto. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. **Governing Law.** The parties to this Agreement have contracted for Minnesota law to govern this Agreement and it is controllingly agreed that this Security Agreement is made pursuant to and shall be construed and governed by the laws of the State of Minnesota without regard to the principles of conflicts of law.

9. **Consent to Jurisdiction.** BORROWER SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF MINNESOTA AND COURTS OF THE UNITED STATES OF AMERICA SITTING IN MINNESOTA



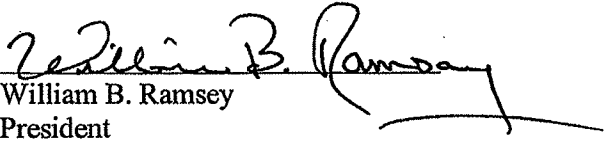
FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF MINNESOTA. AT THE ELECTION OF BANK, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF MINNESOTA OR ANY UNITED STATES DISTRICT COURT LOCATED IN MINNESOTA. NOTHING CONTAINED HEREIN SHALL PREVENT BANK FROM BRINGING ANY ACTION AGAINST BORROWER OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY, OR AGAINST BORROWER PERSONALLY, OR AGAINST ANY PROPERTY OF BORROWER, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF MINNESOTA.

15. Waiver. BORROWER WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH BORROWER IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, AND WHETHER ARISING OR ASSERTED BEFORE OR AFTER THE DATE OF THIS SECURITY AGREEMENT.

(The signature page follows.)

THE PARTIES have executed this Intellectual Property Security Agreement as of the day and year first above written.

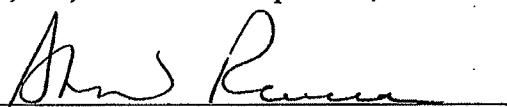
**BERNATELLO'S PIZZA, INC.**

By:   
Name: William B. Ramsey  
Its: President


STATE OF MINNESOTA )  
) ss  
COUNTY OF HENNEPIN )

The foregoing Agreement was acknowledged before me this 16th day of December, 2010, by William B. Ramsey (who is known to me personally or who produced a driver's license as identification), the President of Bernatello's Pizza, Inc., a Minnesota corporation, on behalf of such corporation.



  
Notary Public


**THE PRIVATEBANK AND TRUST COMPANY**

By:   
Name: Peter Pricco  
Its: Managing Director

STATE OF MINNESOTA )  
) ss  
COUNTY OF HENNEPIN )

The foregoing Agreement was acknowledged before me this 16th day of December, 2010, by Peter Pricco (who is known to me personally or who produced a driver's license as identification), the Managing Director of THE PRIVATEBANK AND TRUST COMPANY, on behalf of such entity.



  
Notary Public

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**

**Collateral**

See attached Schedules 1-4.

**SCHEDULE 1**

**Patents and Patent Applications**

None.

## SCHEDULE 2

### Trademarks and Trademark Applications

Bernatello's and ROMA Trademarks		Section 100(9)(1)		Section 100(9)(2)	
Item	Serial or Application No.	Pub. Ref. or Trademark No.	Date of Filing	Class	File Status
<b>US Trademarks</b>					
Any Day - Anytime!	85120032		07/20/01	27, 28, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	Waiting for approval for publication
Stinky Cheese	3,537,642	3,537,642	3/21/2001	31, 32, 33	Section 815 due 3/21/2011
BELLATORIA	3,555,845	3,555,845	8/24/2001	31, 32, 33	Section 815 due 8/24/2011
BELLATORIA	3,548,897	3,548,897	12/18/2001	31, 32, 33	Section 815 due 12/18/2011
Bernatello's	3,348,850	3,348,850	8/25/1995	31, 32, 33	Section 815 due 8/25/2015
BERNIE'S BITES				29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	Withdrawn due to application 77/411,749 "BURNING"
Best of Chef	3,207,242	3,207,242	8/21/1997	31, 32, 33	Section 815 due 8/21/2017
FIRE GRILLED and Design	77932031	77932031	1/17/2001	31, 32, 33	Section 815 due 1/17/2011
FOR I and Design	77932033	77932033	1/17/2001	31, 32, 33	Section 815 due 1/17/2011
FRESH RISE	77785,749	77785,749	6/23/2001	31, 32, 33	Section 815 due 6/23/2011
GODDIN GARLIC	3,601,183	3,601,183	8/7/2001	31, 32, 33	Section 815 due 8/7/2011
MAGIC CRUST	1,678,938	1,678,938	7/21/1997	31, 32, 33	Section 815 due 7/21/2017
NORTHLAND ICE CREAM	3,355,572	3,355,572	12/18/2001	31, 32, 33	Section 815 due 12/18/2011
PREMIUM NORTHLAND ICE CREAM	3,355,573	3,355,573	12/18/2001	31, 32, 33	Section 815 due 12/18/2011
PREMIUM NORTHLAND ICE CREAM and Design	3,355,574	3,355,574	12/18/2001	31, 32, 33	Section 815 due 12/18/2011
REACH FOR A ROMA!	3,817,787	3,817,787	2/13/2001	31, 32, 33	Section 815 due 2/13/2011
ROMA	77439,285	77439,285	2/13/2001	31, 32, 33	Section 815 due 2/13/2011
ROMA a Design	3,315,189	3,315,189	2/8/2001	31, 32, 33	Section 815 due 2/8/2011
SHINE Design	3,545,887	3,545,887	3/18/2001	31, 32, 33	Section 815 due 3/18/2011
Stinky Cheese	3,537,642	3,537,642	3/21/2001	31, 32, 33	Section 815 due 3/21/2011
What a Pizza	3,068,040	3,068,040	8/21/1997	31, 32, 33	Section 815 due 8/21/2017
What a Pizza Bernatello's Pizza and Design					
What a Pizza	3,098,817	3,098,817	8/21/1997	31, 32, 33	Section 815 due 8/21/2017
What a Pizza	3,068,045	3,068,045	8/21/1997	31, 32, 33	Section 815 due 8/21/2017
<b>Canadian Trademarks</b>					
Any Day Design	TM1381197	1381197	1/13/2007	31, 32, 33	Registered - Renewal Fee due 1/13/2015
BELLATORIA	TM1779119	1779119	7/21/2010	31, 32, 33	Registered - Renewal Fee due 7/21/2025
BERNATELLO'S word	TM1339370	1339370	3/7/2003	31, 32, 33	Registered - Renewal Fee due 3/7/2015
BERNATELLO'S and Design	TM1750991	1750991	12/15/2001	31, 32, 33	Registered - Renewal Fee due 12/15/2025
FIRE GRILLED and Design	1453830	1453830	5/13/2008	31, 32, 33	Application filed 12/17/2009
SHINE Design	TM1749515	1749515	8/27/2011	31, 32, 33	Registered - Renewal Fee due 8/27/2026

**SCHEDULE 3**

**Trademark Licenses**

Trademark License with U. S. Restaurant Corporation (Green Mill).

**SCHEDULE 4**

**Copyrights and Copyright Applications**

None.

I:\larry\bernatello\the privatebank and trust company\documents\ip security agreement harris first.doc

A-4

4827138\_2.DOC