

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VPC Pizza IP, LLC		11/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, National Association, as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
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	
Registration Number:	4821052	GIORDANO'S NORTHSIDE ITALIAN BEEF	
Registration Number:	4821053	GIORDANO'S SOUTHSIDE ITALIAN BEEF	
Registration Number:	5118897	ITALIAN BORN CHICAGO RAISED	
Registration Number:	5239572	GIORDANO'S FAMOUS STUFFED DEEP DISH PIZZ	
Registration Number:	5239629	GIORDANO'S FAMOUS STUFFED PIZZA. FRESH I	
Registration Number:	5239630	GIORDANO'S FAMOUS STUFFED DEEP DISH PIZZ	
Registration Number:	5119426	GIORDANO'S ITALIAN BORN. CHICAGO RAISED.	
Serial Number:	87065076	GIORDANO'S WORLD FAMOUS STUFFED DEEP DIS	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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>			

OP \$365.00 1160481

Phone: 7043432000
Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Paralegal
Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Terry L. Witcher, Paralegal

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 11/08/2017

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of November 8, 2017, is made by VPC PIZZA IP, LLC, a Delaware limited liability company (the "Grantor") in favor of CITIZENS BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), for the Secured Parties (as defined in the Credit Agreement referenced below).

W I T N E S S E T H:

WHEREAS, in connection with that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the VPC Pizza Operating Corp., a Delaware corporation (the "Borrower"), the lenders party thereto and the Administrative Agent, the Borrower, the Grantor and the other parties thereto entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent, for its benefit and the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks and Trademark Licenses (each as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks and Trademark Licenses of the Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of the Grantor (in each case except to the extent the same constitutes Excluded Assets), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth

in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

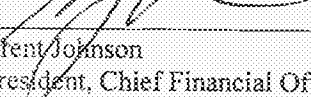
[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTORS:

VPC PIZZA IP, LLC,
a Delaware limited liability company

By: **VPC PIZZA OPERATING CORP.,**
a Delaware limited liability company,
its Sole Member

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


NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS
Signature Page

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TRADEMARK
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ADMINISTRATIVE AGENT:

CITIZENS BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: Thomas Hung
Title: Managing Director



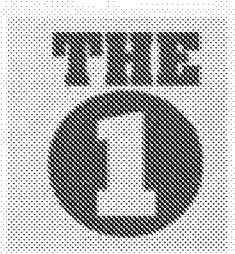
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TRADEMARK
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SCHEDULE A
TRADEMARKS


U.S. Registered Trademarks

TRADEMARK	REG. NO.	REGISTRATION DATE <i>(DATE OFFICIALLY COMPLETED TRADEMARK PROCESS)</i>
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 Supplemental Registration	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 <i>(DATE OFFICIALLY COMPLETED TRADEMARK PROCESS)</i>
G CATERING & EVENTS (Stylized) 	4,669,710	January 13, 2015
GIORDANO'S NORTHSIDE ITALIAN BEEF	4,821,052	September 29, 2015
GIORDANO'S SOUTHSIDE ITALIAN BEEF	4,821,053	September 29, 2015
ITALIAN BORN CHICAGO RAISED	5,118,897	January 10, 2017
GIORDANO'S FAMOUS STUFFED DEEP DISH PIZZA. ITALIAN BORN CHICAGO RAISED & Design 	5,239,572	July 11, 2017
GIORDANO'S FAMOUS STUFFED PIZZA. FRESH ITALIAN Logo 	5,239,629	July 11, 2017

TRADEMARK	REG. NO.	REGISTRATION DATE <i>(DATE OFFICIALLY COMPLETED TRADEMARK PROCESS)</i>
GIORDANO'S FAMOUS STUFFED DEEP DISH PIZZA Logo 	5,239,630	July 11, 2017
GIORDANO'S ITALIAN BORN. CHICAGO RAISED. Logo 	5,119,426	January 10, 2017

U.S. Pending Trademark Applications

TRADEMARK	APP. NO.	FILING DATE
GIORDANO'S WORLD FAMOUS STUFFED DEEP DISH PIZZA Logo 	87/065,076	June 8, 2016