

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451061

<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>
MOD SUPER FAST PIZZA, LLC		11/15/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KEYBANK NATIONAL ASSOCIATION, as Administrative Agent		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4669862	2008 MOD PIZZA SUPER FAST	
<b>Registration Number:</b>	4744283		
<b>Registration Number:</b>	4951383	MOD	
<b>Registration Number:</b>	4873119	MOD	
<b>Serial Number:</b>	87655613	MOD PIZZA	
<b>Serial Number:</b>	87655590	MOD PIZZA	
<b>Serial Number:</b>	87655519	MOD PIZZA	
<b>Registration Number:</b>	3577268	MOD PIZZA	
<b>Serial Number:</b>	87655740	MOD PIZZA SUPERFAST	
<b>Serial Number:</b>	87655692	MOD PIZZA SUPERFAST	
<b>Serial Number:</b>	87262102	MODNESS	
<b>Serial Number:</b>	87262082	SIMPLE FOOD FOR COMPLEX TIMES	
<b>Serial Number:</b>	87975851	THE ORIGINAL SUPER FAST PIZZA	
<b>Registration Number:</b>	5326053	THE ORIGINAL SUPERFAST PIZZA	
<b>Registration Number:</b>	5285334	WE ARE MOD	
<b>Registration Number:</b>	5237210	WHAT'S YOUR MOD?	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6174496999		

CH \$415.00 4669862

TRADEMARK

**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:** 617-960-3939  
**Email:** elabarge@jonesday.com  
**Correspondent Name:** Nina Pelc-Faszczka  
**Address Line 1:** 100 High Street  
**Address Line 2:** Jones Day  
**Address Line 4:** Boston, MASSACHUSETTS 02110-1781

<b>ATTORNEY DOCKET NUMBER:</b>	601755-185095
<b>NAME OF SUBMITTER:</b>	Nina Pelc-Faszczka
<b>SIGNATURE:</b>	/Nina Pelc-Faszczka/
<b>DATE SIGNED:</b>	11/15/2017

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 15, 2017 ("Agreement"), between MOD SUPER FAST PIZZA, LLC (together with its successors and assigns, the "Grantor"), and KEYBANK NATIONAL ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of November 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MOD Super Fast Pizza Intermediate Holdings II, LLC, a Delaware limited liability company, MOD Super Fast Pizza Intermediate Holdings I, LLC, the lenders and other parties from time to time party thereto and the Administrative Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to a Pledge and Security Agreement, dated as of November 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors named therein and the Administrative Agent, pursuant to which the Grantor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in its Collateral (as defined therein).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance when due of all Secured Obligations, the Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Grantor in, to and under the following, whether now existing or hereafter acquired:

(i) all trademarks and service marks now held or licensed or hereafter acquired or licensed by the Grantor, whether unregistered, pending or registered, including trade dress, logos, designs, all corporate names, business names, trade styles, and/or other source of business identifiers used in connection with the business of the Grantor, including the Trademark registrations and applications listed on Schedule A, *provided, however*, that no security interest is granted in any "intent-to-use" applications for Trademark registration prior to the filing of a statement of use or amendment to allege use with the United States Patent and Trademark Office with respect thereto, but solely to the extent if any, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use Trademark application under applicable federal law;

(ii) all goodwill of the business of the Grantor symbolized by the Trademarks;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;

and

(iv) all Proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication (including pdf scans of counterpart signature pages sent by electronic mail), each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Remainder of page intentionally left blank]

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

**MOD SUPER FAST PIZZA, LLC**

By:   
Name: Scott Svenson  
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006206 FRAME: 0213**

Accepted and Acknowledged By:

**KEYBANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By: 


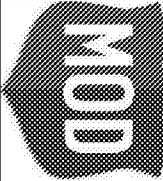
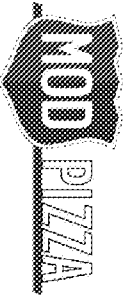
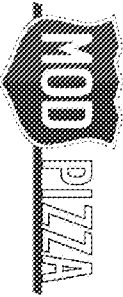
Name: Marianne Meil

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006206 FRAME: 0214**

**Schedule A**  
**to**  
**Trademark Security Agreement**  
**Trademarks**  
**(U.S.)**

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
2008 MOD PIZZA SUPER FAST 	86127397 11/22/2013	4669862 1/13/2015	Registered	MOD Super Fast Pizza, LLC
Design only 	86018067 7/23/2013	4744283 5/26/2015	Registered	MOD Super Fast Pizza, LLC
MOD 	86767621 9/24/2015	4951383 5/3/2016	Registered	MOD Super Fast Pizza, LLC
MOD MOD PIZZA 	86514643 1/26/2015	4873119 12/22/2015	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA 	87655613 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
MOD PIZZA 	87655590 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC
MOD PIZZA 	87655519 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC
MOD PIZZA	77272959 9/6/2007	3577268 2/17/2009	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA SUPERFAST 	87655740 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC
MOD PIZZA SUPERFAST 	87655692 10/23/2017	---	Pending	MOD Super Fast Pizza, LLC
MODNESS	87262102 12/8/2016	---	Pending	MOD Super Fast Pizza, LLC
SIMPLE FOOD FOR COMPLEX TIMES	87262082 12/8/2016	---	Pending	MOD Super Fast Pizza, LLC
THE ORIGINAL SUPER FAST PIZZA	87975851 11/29/2016	---	Pending	MOD Super Fast Pizza, LLC
THE ORIGINAL SUPERFAST PIZZA	87250699 11/29/2016	5326053 10/31/2017	Registered	MOD Super Fast Pizza, LLC
WE ARE MOD	87340860 2/17/2017	5285334 9/12/2017	Registered	MOD Super Fast Pizza, LLC



Trademark	Application Number Application Date	Registration Number Registration Date	Status	Grantor
WHAT'S YOUR MOD?	87290433 1/5/2017	5237210 7/4/2017	Registered	MOD Super Fast Pizza, LLC

TRADEMARK

REEL: 006206 FRAME: 0217

RECORDED: 11/15/2017