

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470964

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DOMINO'S IP HOLDER LLC | | 04/23/2018 | Corporation: 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: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87833976 | DOMINO'S HOTSPOTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172359493 | | |
| <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: | (617) 951-7000 | | |
| Email: | maryjane.dipalma@ropesgray.com | | |
| Correspondent Name: | ROPES & GRAY LLP | | |
| Address Line 1: | PRUDENTIAL TOWER 800 BOYLSTON STREET | | |
| Address Line 4: | BOSTON, MASSACHUSETTS 02199-3600 | | |
| ATTORNEY DOCKET NUMBER: | 109332-0018 | | |
| NAME OF SUBMITTER: | MARY JANE DIPALMA | | |
| SIGNATURE: | / MARY JANE DIPALMA / | | |
| DATE SIGNED: | 04/23/2018 | | |
| Total Attachments: 6 | | | |
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CH \$40.00 87833976

SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS AND PATENTS

GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS AND PATENTS (the "Grant"), dated as of April 23, 2018 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, Grantor is the owner of the United States patents set forth in Schedule 2 attached hereto, including the associated registrations and applications for registration set forth in Schedule 2 attached hereto (collectively, the "Patents"); 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, the Patents, 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 "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 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 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 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 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 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 and Schedule 2 covering new After Acquired IP Assets not included in the Supplemental Security Interest in Trademarks dated April 27, 2017.

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 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.

[Signatures on the next page]

IN WITNESS WHEREOF, the undersigned has caused this GRANT OF SUPPLEMENTAL SECURITY INTEREST IN TRADEMARKS AND PATENTS to be duly executed by its duly authorized officer as of the day and year first written above.

DOMINO'S IP HOLDER LLC

By 

Name: Adam J. Gacek

Title: Secretary

STATE OF MICHIGAN
COUNTY OF WASHTENAW

On this 23rd day of April, 2018 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.


Stacey M. Rodriguez
Notary Public

STACEY M RODRIGUEZ
Notary Public - Michigan
Wayne County
My Commission Expires Mar 3, 2020
Acting in the County of Washtenaw

Typed, printed or stamped name of Notary Public

My Commission Expires:

Schedule 1
Trademarks

| Trademark | App. No. | Status | Filing Date | Owner |
|---|----------|---------|----------------|---------------------------|
|  | 87833976 | Pending | March 14, 2018 | Domino's IP Holder LLC |

Schedule 2
Patents

| Title | Application No. | Status | Filing Date | Owner |
|----------------------------|-----------------|---------|---------------------|---------------------------|
| Food Item Assembly Line | 15/724,422 | Pending | October 04, 2017 | Domino's IP Holder LLC |