

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JMC RESTAURANT HOLDINGS, L.L.C.		05/10/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	6263 North Scottsdale Road		
Internal Address:	#100		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85250		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4806802	GRIMALDI'S COAL BRICK-OVEN PIZZERIA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ann.sachet@quarles.com		
Correspondent Name:	Quarles & Brady LLP		
Address Line 1:	Renaissance One		
Address Line 2:	Two North Central Avenue		
Address Line 4:	Phoenix, ARIZONA 85004		
NAME OF SUBMITTER:	Ann Sachet		
SIGNATURE:	/Ann Sachet/		
DATE SIGNED:	05/14/2018		
Total Attachments: 5			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is dated as of May 10, 2018 among JMC RESTAURANT HOLDINGS, L.L.C., an Arizona limited liability company, ("Borrower") and WESTERN ALLIANCE BANK, an Arizona corporation, formerly known as Alliance Bank of Arizona (the "Secured Party"), parties to that *Amended and Restated Loan Agreement* dated as of approximately even date herewith (as amended, restated or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, the Borrower, the Secured Party, and others have entered into that *Amended and Restated Security Agreement* executed by, among others, Borrower, as Grantor, in favor of Lender, dated as of approximately even date herewith (as amended, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which Borrower granted to the Secured Party, a security interest in:

all property or assets, or all rights or interests in property or assets, of Borrower, whether now owned or existing or hereafter acquired or arising and wherever located, including, without limitation, all right, title, and interest of Borrower in and to all of the following: (a) all inventory, accounts, equipment, general intangibles and fixtures; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds); (b) any of the foregoing used in connection with restaurants leased, owned or, operated by Borrower; and (c) all proceeds and products of any of the foregoing;

WHEREAS, the Borrower is the owner of the trademark Grimaldi's Coal Brick-Oven Pizzeria (the "Trademark") set forth in Exhibit A attached hereto, which Trademark is issued with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in addition to the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of the Borrower (as defined in Paragraph 2 of the Security Agreement), pursuant to the Security Agreement. Upon the payment in full of all Obligations of Borrower, the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Borrower an instrument in writing terminating, releasing, and discharging the security interest in the Trademark acquired under the Security Agreement and this Confirmatory Grant, including, without limitation, the security interest in (1) all of the Borrower's right, title and interest in and to the Trademark now owned or from time to time after the date hereof owned or acquired by the Borrower, together with (2) all proceeds and products of the Trademark, and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademark.

(b) The Borrower hereby grants to the Secured Party a security interest in (1) all of the Borrower's right, title and interest in and to the Trademark, now owned or from time to time after the date hereof owned or acquired by the Borrower, together with (2) all proceeds and products of the Trademark, and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademark.

IN WITNESS WHEREOF, the Borrower and Secured Party have executed this
Confirmatory Grant effective as of the above-indicated date.

BORROWER

JMC RESTAURANT HOLDINGS, L.L.C.

By: 

Name: Joseph M. Ciolli

Title: President

SECURED PARTY:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: _____

Name: _____

Title: _____

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Signature Page for Confirmatory Grant of
Security Interest in United States Trademarks

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TRADEMARK
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IN WITNESS WHEREOF, the Borrower and Secured Party have executed this
Confirmatory Grant effective as of the above-indicated date.

BORROWER

JMC RESTAURANT HOLDINGS, L.L.C.

By: _____
Name: Joseph M. Ciolli
Title: President

SECURED PARTY:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: 
Name: Tim R. Boulanger
Title: SVP

QB151632458.2

Signature Page for Confirmatory Grant of
Security Interest in United States Trademarks

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS**

TRADEMARKS			
TRADEMARK:	APPLICATION/ REGISTRATION NUMBER:	OWNER	JURISDICTION
GRIMALDI'S COAL BRICK- OVEN PIZZERIA	4806802	JMC RESTAURANT HOLDINGS, L.L.C.	UNITED STATES

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