

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuikOrder, LLC		02/08/2019	Corporation: DELAWARE
IPDEV Co., LLC		02/08/2019	Limited Liability Company: DELAWARE
National Systems, LLC		02/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	IL11145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60608-6026		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1849058	ULTRA TMS	
Registration Number:	1660565	TMS	
Registration Number:	1379707	TMS	
Registration Number:	1376408	NS	
Registration Number:	3657714	QUIKORDER	
Registration Number:	4099246	CLICKORDER	
Registration Number:	2768648	QUIKORDER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

OP \$190.00 1849058

TRADEMARK

ATTORNEY DOCKET NUMBER:	1046878 TM
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	02/13/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated February 8, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of JPMORGAN CHASE BANK, N.A. (“**JPMCB**”), as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Pizza Hut Holdings, LLC, a Delaware limited liability company, KFC Holding Co., a Delaware corporation and Taco Bell of America, LLC, a Delaware limited liability company (each a “**Borrower**” and collectively, the “**Borrowers**”), JPMCB, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 16, 2016 (the “**Closing Date**”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers have agreed to issue Letters of Credit upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements, the Bilateral L/C Providers to issue Bilateral L/C Obligations and the Cash Management Banks to enter into agreements giving to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, under the terms of Section 3.03(c) of the Security Agreement, the Lead Borrower is required to deliver to the Collateral Agent this duly executed IP Security Agreement with respect to all After-Acquired Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto; and

(b) the registered Trademarks (as defined in the Security Agreement) and Trade-marks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule B hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

QUIKORDER, LLC, as Grantor

By: 
Name: Jed Gold
Title: Authorized Person

IPDEV CO., LLC, as Grantor

By: 
Name: Jed Gold
Title: Authorized Person

NATIONAL SYSTEMS, LLC, as Grantor

By: 
Name: Jed Gold
Title: Authorized Person

[Signature Page to IP Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: Lauren Sun
Name: Lauren Sun
Title: Executive Director

SCHEDULE A

United States Patents and Patent Applications

A. Issued Patents

Title	Registered Owner	Patent No.	Issue Date	Priority Date	App No
Rapid entry system for the placement of orders via the Internet	IPDEV Co. ¹	7,613,636	11/3/2009	3/3/2003	11/690,916
Point of Purchase Display Accessory	IPDEV Co.	7,603,287	10/13/2009	8/14/2002	10/641,248
Method and user interface for specifying toppings and their placement on a pizza	IPDEV Co.	6,801,228	10/5/2004	9/7/2000	09/949,389
Rapid entry system for the placement of orders via the Internet	IPDEV Co.	7,197,478	3/27/2007	3/7/2000	10/378,292
Ordering system and method for pizza and other goods and services using a stateless communication protocol	IPDEV Co.	7,945,479	5/17/2011	11/8/2005	11/594,675
System for placing product delivery orders through the Internet	IPDEV Co.	7,287,002	10/23/2007	2/18/2000	09/507,578
Method of operating an ordering call center using voice recognition technology	IPDEV Co.	8,971,503	3/3/2015	4/2/2012	13/855,330
Method of operating an ordering call center using voice recognition technology	IPDEV Co.	9,942,404	4/10/2018	4/2/2012	14/633,694

¹ Former name of IPDEV Co., LLC

B. Patent Applications

Title	Registered Owner	Jurisdiction	Filing Date	App No
Method of Operating an Ordering Call Center Using Voice Recognition Technology	IPDEV Co.	US	3/14/2018	15/921,229
System and Method for High Availability Cloud Enabled Point of Sale System	IPDEV Co.	US	5/31/2017	15/609,700
System and Method for High Availability Cloud Enabled Point of Sale System	IPDEV Co.	PCT	5/31/2017	PCT/US2017/035106
System and Method for Delivery Order Processing	IPDEV Co.	US	8/15/2018	15/998,684

SCHEDULE B

United States Trademark Registrations and Trademark Applications

A. Trademarks

Mark	Registered Owner	Type	Registration No	Registration Date
Ultra TMS	National Systems, LLC	Typed Drawing	1849058	8/9/1994
TMS	National Systems, LLC	Typed Drawing	1660565	10/15/1991
TMS	National Systems, LLC	Typed Drawing	1379707	1/21/1986
NS	National Systems, LLC	Logo	1376408	12/17/1985
QUIKORDER	IPDEV Co.	Word Mark	3657714	7/21/2009
CLICKORDER	IPDEV Co.	Word Mark	4099246	2/14/2012
QUIKORDER	IPDEV Co.	Word Mark	2768648	9/30/2003

B. Copyrights

Title	Registration Date	Registration Number	Claimant
TMS/Quik order touchscreen application	2/14/2006	TX0006335602	IPDEV Co.
TMS/call center	2/17/2006	TX0006312147	IPDEV Co.
TMS/call center Web application	2/17/2006	TX0006312146	IPDEV Co.
TMS for Windows 2000	9/13/1999	TXu000917341	National Systems, LLC
TMS/II	8/17/1992	TX0003464121	National Systems, LLC
TMS/Quick Order Ver. 2.8lb.	6/1/1993	TX0003592637	National Systems, LLC
TMS/Quick Order Ver. 3.06b.	6/1/1993	TX0003592636	National Systems, LLC
TMS/Quik order	6/1/1993	TX0003602143	National Systems, LLC
TMS/Quik order	6/1/1993	TX0003602142	National Systems, LLC
TMS/Quik order: ver. 5.0.11	6/1/1993	TX0003579211	National Systems, LLC
TMS/Quik order: ver. 5.5	6/1/1993	TX0003579212	National Systems, LLC
TMS/Quik order: version 1.144	6/1/1993	TX0003579232	National Systems, LLC
Ultra TMS--TMS/Quik order	12/7/1992	TX0003519415	National Systems, LLC

C. Domain Names

Domain	Expiration	Registrar
<u>Ipdevco.com</u>	7/30/20	GoDaddy.com
Quickorder.com	10/7/21	GoDaddy.com
Quikorder.com	10/7/21	GoDaddy.com
Quickorders.com	5/13/19	NameSilo
Nationalsystems.com	7/18/19	Network Solutions
Quikorder.net	6/9/19	Network Solutions
Quikorder.online	4/24/19	Network Solutions