

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PETER DEFRIES CORPORATION		06/24/2019	Corporation: NEW MEXICO
RECEIVING PARTY DATA			
Name:	FIRST TENNESSEE BANK NATIONAL ASSOCIATION		
Street Address:	165 MADISON AVE		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	National Banking Association: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1357305	DION'S	
Registration Number:	5350125	DION'S	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	71982.00042		
NAME OF SUBMITTER:	Scott A. Schahn		
SIGNATURE:	/Scott A. Schahn/		
DATE SIGNED:	08/16/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 24, 2019 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the statutes of the United States of America ("Lender").

Reference is made to (a) the Loan Agreement dated as of June 24, 2019 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between PETER DEFRIES CORPORATION, a New Mexico corporation ("Borrower"), and Lender and (b) the Collateral Agreement dated as of June 24, 2019 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrower, the other grantors party thereto and Lender. Lender has agreed to extend credit to Borrower subject to the terms and conditions set forth in the Loan Agreement. Each Grantor is an Affiliate of Borrower and is willing to execute and deliver this Agreement in order to induce Lender to make the Credit Facilities. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Loan Agreement, as applicable. The rules of construction specified in Section 1.1 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to Lender, its successors and assigns, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to Lender herein is granted in furtherance, and not in limitation, of the security interests granted to Lender pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature

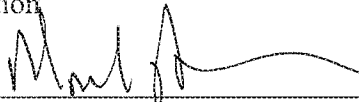
page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWER:

PETER DEFRIES CORPORATION, a New Mexico corporation

By:  _____
Mark Herman, President and CEO

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION, a national banking association
organized and existing under the statutes of the
United States of America

By: *Lorrah Mattie*
Name: *Lorrah Mattie*
Title: *Its Authorized Signatory*

TRADEMARK COLLATERAL

Borrower	Description	Filing/Registration Information
PETER DEFRIES CORPORATION	DION'S CHARACTER MARK U.S. TM Reg. No. 5,350,125	REGISTERED US TRADEMARK – DION'S PIZZA CHARACTER
PETER DEFRIES CORPORATION	DION'S DESIGN PLUS WORDS U.S. TM Reg. No. 1,357,305	REGISTERED US TRADEMARK – DION'S NAME AND LETTERING DESIGN