

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOD Super Fast Pizza, LLC		12/24/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Mail Code IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4669862	2008 MOD PIZZA SUPER FAST	
Registration Number:	4744283		
Registration Number:	4951383	MOD	
Registration Number:	4873119	MOD	
Registration Number:	5490934	MOD PIZZA	
Registration Number:	5490931	MOD PIZZA	
Registration Number:	5475526	MOD PIZZA	
Registration Number:	3577268	MOD PIZZA	
Serial Number:	88301695	MOD PIZZA	
Registration Number:	5480477	MOD PIZZA SUPERFAST	
Registration Number:	5480473	MOD PIZZA SUPERFAST	
Registration Number:	5358122	SIMPLE FOOD FOR COMPLEX TIMES	
Registration Number:	5326053	THE ORIGINAL SUPERFAST PIZZA	
Registration Number:	5285334	WE ARE MOD	
Registration Number:	5237210	WHAT'S YOUR MOD?	
Registration Number:	5914196	MOD REWARDS	
Registration Number:	5914194	MOD ON!	
Registration Number:	5914310	FLASH MOD	
TRADEMARK			

OP \$515.00 4669862

Property Type	Number	Word Mark
Registration Number:	5914197	SPREADING MODNESS
Serial Number:	88522519	MOD NO NAME CAKE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/24/2019

Total Attachments: 7

- source=08. MOD Pizza - Notice and Confirmation of Grant of Security Interest in Trademarks#page1.tif
- source=08. MOD Pizza - Notice and Confirmation of Grant of Security Interest in Trademarks#page2.tif
- source=08. MOD Pizza - Notice and Confirmation of Grant of Security Interest in Trademarks#page3.tif
- source=08. MOD Pizza - Notice and Confirmation of Grant of Security Interest in Trademarks#page4.tif
- source=08. MOD Pizza - Notice and Confirmation of Grant of Security Interest in Trademarks#page5.tif
- source=08. MOD Pizza - Notice and Confirmation of Grant of Security Interest in Trademarks#page6.tif
- source=08. MOD Pizza - Notice and Confirmation of Grant of Security Interest in Trademarks#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MOD Super Fast Pizza, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other_Limited liability company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 24, 2019
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 10 South Dearborn
Floor L2, Mail Code IL1-0480
City: Chicago
State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other_Bank _____ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):


5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Senior Paralegal (IP)
Internal Address: Cahill Gordon & Reindel LLP
Street Address: 80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3569
Docket Number: 57320.1630
Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

9. Signature:  December 24, 2019
Signature Date
Doris Ka

Name of Person Signing Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 24, 2019, made by MOD SUPER FAST PIZZA, LLC (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of December 24, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a wholly-owned direct or indirect subsidiary of the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors (as defined therein) have executed and delivered a Guarantee and Collateral Agreement, dated as of December 24, 2019, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit

of the Secured Parties, a security interest in all of the Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor; provided, however, that no security interest is granted in any Excluded Assets.

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

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by its Chief Executive Officer thereunto duly authorized as of the day and year first above written.

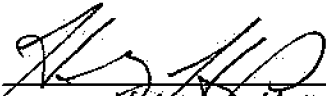
MOD SUPER FAST PIZZA, LLC

By: 
Name: Scott Svenson
Title: Chief Executive Officer

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks -- Mod Pizza]


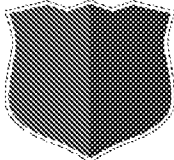




TRADEMARK
REEL: 006825 FRAME: 0666



JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: RAUL GUTIERREZ
Title: VP

SCHEDULE I

Trademark Registrations

	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	86514643 1/26/2015	4873119 12/22/2015	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA 	87655613 10/23/2017	5490934 6/12/2018	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA 	87655590 10/23/2017	5490931 6/12/2018	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA 	87655519 10/23/2017	5475526 5/22/2018	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA	77272959 9/6/2007	3577268 2/17/2009	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA	88301695 2/14/2019	---	Pending	MOD Super Fast Pizza, LLC

	Application Number Application Date	Registration Number Registration Date	Status	Grantor
MOD PIZZA SUPERFAST 	87655740 10/23/2017	5480477 5/29/2018	Registered	MOD Super Fast Pizza, LLC
MOD PIZZA SUPERFAST 	87655692 10/23/2017	5480473 5/29/2018	Registered	MOD Super Fast Pizza, LLC
SIMPLE FOOD FOR COMPLEX TIMES	87262082 12/8/2016	5358122 12/19/2017	Registered	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
WHAT'S YOUR MOD?	87290433 1/5/2017	5237210 7/4/2017	Registered	MOD Super Fast Pizza, LLC
MOD REWARDS	88417829 05/06/2019	5914196 11/19/2019	Registered	MOD Super Fast Pizza, LLC
MOD ON!	88417820 05/06/2019	5914194 11/19/2019	Registered	MOD Super Fast Pizza, LLC
FLASH MOD	88418833 05/06/2019	5914310 11/19/2019	Registered	MOD Super Fast Pizza, LLC
SPREADING MODNESS	88417836 05/06/2019	5914197 11/19/2019	Registered	MOD Super Fast Pizza, LLC
MOD NO NAME CAKE	88522519 7/18/2019	---	Pending	MOD Super Fast Pizza, LLC