

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Defries Corporation		04/29/2020	Corporation: NEW MEXICO
RECEIVING PARTY DATA			
Name:	BBVA USA		
Street Address:	8333 Douglas Ave., 2nd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Corporation: ALABAMA		
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:	13602.00081		
NAME OF SUBMITTER:	Scott A. Schahn		
SIGNATURE:	/Scott A. Schahn/		
DATE SIGNED:	05/01/2020		
Total Attachments: 7			
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PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT

This **PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT** (this "**Agreement**") is executed as of April 29, 2020, by PETER DEFRIES CORPORATION, a New Mexico corporation ("**Grantor**"), for the benefit of BBVA USA, an Alabama banking corporation ("**Secured Party**").

RECITALS

A. Grantor and Secured Party have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**").

B. Grantor and Secured Party have entered into that certain Pledge and Security Agreement dated as the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which Grantor has granted to Secured Party a first-priority lien and security interest in all of all or substantially all of its assets, including the IP Collateral (as defined below).

C. As a condition precedent to extending credit under the Credit Agreement, Secured Party requires that Grantor enter into this Agreement with Secured Party to further evidence Secured Party's continuing security interest in, and lien on, the IP Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the Secured Obligations (as defined in the Security Agreement) Grantor hereby collaterally assigns, pledges, and grants to Secured Party a continuing security interest in, all of each Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "**IP Collateral**"), in each case wherever located and whether now owned or hereafter acquired, created, or existing:

- (1) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to the United States patents and patent applications referred to on **Schedule 1** hereto;
- (2) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to the United States trademark applications and registrations referred to on **Schedule 2** hereto, and all goodwill associated therewith or symbolized thereby;
- (3) all of its registered copyrights, copyright applications, and copyright licenses to which it is a party, including those referred to on **Schedule 3** hereto;
- (4) all reissues, continuations or extensions of the foregoing; and
- (5) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any of the foregoing.

SECTION 1. **Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest and lien of Secured Party on the IP Collateral with the United States Trademark and Patent Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the

Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 2. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in 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 3. Relation to Credit Agreement. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 4. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. This Agreement may be signed and transmitted by facsimile, portable document format (PDF), or other electronic means, and shall have the same effect as manually-signed originals and shall be binding on Grantors and Security Party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Patent and Trademark Security Agreement to be duly executed as of the date set out in the preamble to this Agreement.

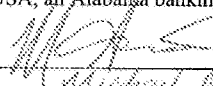
GRANTOR:

PETER DEFRIES CORPORATION, a New Mexico corporation

By: 
Mark Herman, President and CEO

SECURED PARTY:

BBVA USA, an Alabama banking corporation

By: 
Name: Michael Harris
Title: Chief Executive Officer

SCHEDULE 1


PATENTS, PATENT APPLICATIONS AND PATENT LICENSES:

None.

Schedule 1

SCHEDULE 2

TRADEMARKS AND TRADEMARK LICENSES

<u>Owner of Record</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Design, if applicable</u>
Peter Defries Corporation		1,357,305	August 27, 1985	N/A
Peter DeFries Corporation DBA Dion's Pizza	Dion's	5,350,125	December 5, 2017	N/A

SCHEDULE 3
COPYRIGHTS

None.

Schedule 3

4844-4330-0024

RECORDED: 05/01/2020

TRADEMARK
REEL: 006928 FRAME: 0994