

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708644

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------|----------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mountain Mikes's Pizza, LLC | | 02/15/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AB Private Credit Investors LLC | | |
| Street Address: | 405 Colorado Street | | |
| Internal Address: | Suite 1500 | | |
| City: | Austin | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78701 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3467126 | MOUNTAIN MIKE'S | |
| Registration Number: | 1716963 | MOUNTAIN MIKE'S | |
| Registration Number: | 1716962 | MOUNTAIN MIKE'S | |
| Registration Number: | 2004536 | MOUNTAIN MIKE'S PIZZA | |
| Registration Number: | 4703140 | | |
| Registration Number: | 2174312 | PIZZA THE WAY IT OUGHTA BE | |
| Serial Number: | 90581461 | MINI CHURRS | |
| Serial Number: | 88911537 | MOUNTAIN MIKE'S PIZZA | |
| Serial Number: | 90639262 | MOUNTAIN REWARDS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |

CH \$240.00 3467126

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| NAME OF SUBMITTER: | Jean Paterson |
| SIGNATURE: | /jep/ |
| DATE SIGNED: | 02/16/2022 |
| Total Attachments: 5 source=2-16-2022 Mountain Mike-TM#page1.tif source=2-16-2022 Mountain Mike-TM#page2.tif source=2-16-2022 Mountain Mike-TM#page3.tif source=2-16-2022 Mountain Mike-TM#page4.tif source=2-16-2022 Mountain Mike-TM#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2022, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 15, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among **MMP INTERMEDIATE, LLC**, a Delaware limited liability company (“Borrower”), **MM PIZZA HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), **MM PIZZA UPPER HOLDINGS, LLC**, a Delaware limited liability company (“Buyer”), **MMP CORPORATE HOLDINGS, LLC**, a Delaware limited liability company (“Blocker” and together with Buyer, the “Parent Guarantors”), **MOUNTAIN MIKE’S PIZZA, LLC**, a Delaware limited liability company (“MMP”), the other Subsidiary Guarantors from time to time party thereto, the financial institutions from time to time party thereto as Lenders, and AB Private Credit Investors LLC, as Administrative Agent, 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, Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Confirmation of Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, granted to Administrative Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under all of its Trademarks, including those referred to on Schedule 1 hereto, pursuant to the terms of the Pledge and Security Agreement.

Section 3. Pledge and Security Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral are more fully set forth in the Pledge and Security Agreement.

Section 4. Recordation. Grantor authorizes the Commissioner for Trademarks to record and register this Agreement upon request by Administrative Agent.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

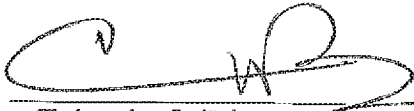
Section 6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.


Section 7. Applicable Law. This Trademark Security Agreement, the rights and obligations of the parties hereto, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Trademark Security Agreement, or the negotiation, execution or performance of this Trademark Security Agreement (including any claims or causes of action based upon, arising out of or related to any representation or warranty made in or in connection with this Trademark Security Agreement), shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York without regard to any laws, rules or provisions of the State of New York that would cause the application of the laws of any jurisdiction other than the State of New York.

[SIGNATURE PAGES FOLLOW]

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

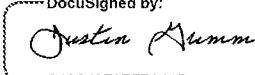
MOUNTAIN MIKE'S PIZZA, LLC,
as Grantor

By: 
Name: Christopher L. Britt
Title: Co-Chief Executive Officer

By: 
Name: Edmond F. St. Geme
Title: Co-Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

DocuSigned by:

By: _____
Name: Justin Grimm
Title: Managing Director





[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007635 FRAME: 0526


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Mark | Owner Name | Reg. No. | Reg. Date |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------|-----------|
| M MOUNTAIN MIKE'S & Design  | Mountain Mike's Pizza, LLC | 3,467,126 | 7/15/2008 |
| MOUNTAIN MIKE'S | Mountain Mike's Pizza, LLC | 1,716,963 | 9/15/1992 |
| MOUNTAIN MIKE'S & Design  | Mountain Mike's Pizza, LLC | 1,716,962 | 9/15/1992 |
| MOUNTAIN MIKE'S PIZZA and Design  | Mountain Mike's Pizza, LLC | 2,004,536 | 10/1/1996 |
| Pickaxe Logo  | Mountain Mike's Pizza, LLC | 4,703,140 | 3/17/2015 |
| PIZZA THE WAY IT OUGHTA BE | Mountain Mike's Pizza, LLC | 2,174,312 | 7/21/1998 |

2. TRADEMARK APPLICATIONS

| Mark | Owner Name | App. No. | File Date |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------|------------|-----------|
| MINI CHURRS | Mountain Mike's Pizza, LLC | 90/581,461 | 3/16/2021 |
| MOUNTAIN MIKE'S PIZZA & Design  | Mountain Mike's Pizza, LLC | 88/911,537 | 5/12/2020 |
| MOUNTAIN REWARDS | Mountain Mike's Pizza, LLC | 90/639,262 | 4/12/2021 |