

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353112

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JIPC Management Holdings, Inc.		08/27/2015	CORPORATION: CALIFORNIA
Incredible Entertainment, Inc.		08/27/2015	CORPORATION: CALIFORNIA
John's Incredible Pizza Company, Inc.		08/27/2015	CORPORATION: CALIFORNIA
JIPC Management, Inc.		08/27/2015	CORPORATION: CALIFORNIA
JIPC Ventures, Inc.		08/27/2015	CORPORATION: CALIFORNIA
Incredible Concepts, Inc.		08/27/2015	CORPORATION: CALIFORNIA
JIPC Incredible Concepts Holding Company, Inc.		08/27/2015	CORPORATION: CALIFORNIA
JIPC Newark, LLC		08/27/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
JIPC Las Vegas, LLC		08/27/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Citizens Bank, N.A.
<b>Street Address:</b>	28 State Street, MS1420
<b>Internal Address:</b>	Attention: Franchise Finance
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109
<b>Entity Type:</b>	Administrative Agent: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3058427	JOHN'S INCREDIBLE PIZZA CO.
<b>Registration Number:</b>	3025377	JOHN'S INCREDIBLE PIZZA CO.
<b>Registration Number:</b>	3061612	JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN
<b>Registration Number:</b>	3099682	JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN
<b>Registration Number:</b>	3049057	EXPERIENCE THE INCREDIBLE
<b>Registration Number:</b>	3019206	EXPERIENCE THE INCREDIBLE
<b>Registration Number:</b>	3332657	INCREDIBEAR

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	3350338	INCREDIBEAR
Registration Number:	3346319	ACCOLADES FOR GOOD GRADES
Registration Number:	3365896	PRESCRIPTION FOR FUN
Serial Number:	78435080	INCREDIBLE PIZZA CO.
Serial Number:	78435085	INCREDIBLE PIZZA CO.

**CORRESPONDENCE DATA**

Fax Number: 4023461148

*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: 402-346-6000

Email: geneice.wilcher@KutakRock.com

Correspondent Name: Emily K. Head

Address Line 1: 1650 Farnam Street

Address Line 4: Omaha, NEBRASKA 68102

<b>ATTORNEY DOCKET NUMBER:</b>	1492401-22
<b>NAME OF SUBMITTER:</b>	Geneice I. Wilcher
<b>SIGNATURE:</b>	/Geneice I. Wilcher/
<b>DATE SIGNED:</b>	08/28/2015

**Total Attachments: 6**

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## SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 27, 2015 by JIPC MANAGEMENT HOLDINGS, INC., a California corporation; INCREDIBLE ENTERTAINMENT, INC., a California corporation; JOHN'S INCREDIBLE PIZZA COMPANY, INC., a California corporation; JIPC MANAGEMENT, INC., a California corporation; JIPC VENTURES, INC., a California corporation; INCREDIBLE CONCEPTS, INC., a California corporation; JIPC INCREDIBLE CONCEPTS HOLDING COMPANY, INC., a California corporation; JIPC NEWARK, LLC, a California limited liability company; and JIPC LAS VEGAS, LLC, a California limited liability company (collectively "Debtor") and CITIZENS BANK, N.A., in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor, Administrative Agent, and the lenders a party thereto from time to time (the "Lenders") (the "Credit Agreement"), Lenders have agreed to make certain loans to Debtor (collectively, the "Loans"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Administrative Agent hereby agrees as follows:

**Section 1. Security Interest.** Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Administrative Agent for the benefit of the Secured Parties, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached Exhibit A, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

**Section 2. Grant of License.** Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Administrative Agent for the benefit of Lenders and the other Secured Parties, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that

such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Administrative Agent's security interest in the Collateral.

**Section 3. *Incorporation by Reference; Filing Purposes Only.*** All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

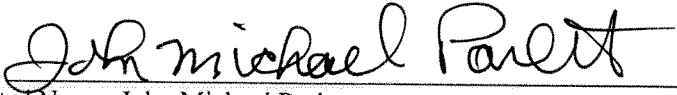
**Section 4. *Counterparts.*** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]


*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**DEBTORS:**

**JIPC MANAGEMENT HOLDINGS, INC.**, a California corporation;  
**INCREDIBLE ENTERTAINMENT, INC.**, a California corporation;  
**JOHN'S INCREDIBLE PIZZA COMPANY, INC.**, a California corporation;  
**JIPC MANAGEMENT, INC.**, a California corporation;  
**JIPC VENTURES, INC.**, a California corporation;  
**INCREDIBLE CONCEPTS, INC.**, a California corporation; and  
**JIPC INCREDIBLE CONCEPTS HOLDING COMPANY, INC.**, a California corporation

By:   
Printed Name: John Michael Parlet  
Its: President of each of the above entities

**JIPC NEWARK, LLC**, a California limited liability company;  
and  
**JIPC LAS VEGAS, LLC**, a California limited liability company

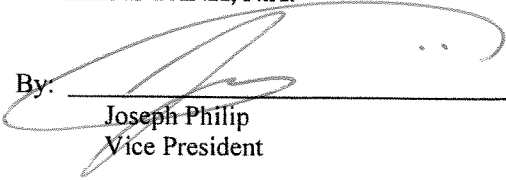
By:   
Printed Name: John Michael Parlet  
Its: Manager of each of the above entities

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**AGENT:**

**CITIZENS BANK, N.A.**

By: \_\_\_\_\_

  
Joseph Philip  
Vice President

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

4840-4107-9845.3

**TRADEMARK**  
**REEL: 005611 FRAME: 0479**

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

Intellectual Property owned or licensed by Debtor:

**I. Federal Registered Marks**

<b>Trademark</b>	<b>Trademark Owner Name</b>	<b>Federal Reg. No.</b>	<b>Serial No.</b>
John's Incredible Pizza Co.	JIPC Management, Inc.	3058427 (2/14/2006)	76-585976
John's Incredible Pizza Co.	JIPC Management, Inc.	3025377 (12/13/05)	76-585977
John's Incredible Pizza Co. ALL YOU CAN EAT FOOD & FUN!	JIPC Management, Inc.	3061612 (2/28/06)	76-585946
John's Incredible Pizza Co. ALL YOU CAN EAT FOOD & FUN!	JIPC Management, Inc.	3099682 (6/6/2006)	76-585945
Experience the Incredible!	JIPC Management, Inc.	3049057 (1/24/2006)	78-435074
Experience the Incredible!	JIPC Management, Inc.	3019206 (11/29/2005)	76-585975
Incredibear	JIPC Management, Inc.	3332657 (11/6/2007)	78-894556
Incredibear	JIPC Management, Inc.	3350338 (12/4/2007)	78-922985
Accolades for Good Grades	JIPC Management, Inc.	3346319 (11/27/2007)	78-964225
Prescription for Fun	JIPC Management, Inc.	3365896 (1/8/2008)	78-964122
Incredible Pizza Co.	JIPC Management, Inc.	none	78-435080
Incredible Pizza Co.	JIPC Management, Inc.	none	78-435085

**II. California State Registered Marks**

<b>Trademark</b>	<b>Trademark Owner</b>	<b>State Reg. No.</b>
John's Incredible Pizza Co.	JIPC Management, Inc.	58,668
John's Incredible Pizza Co. All You Can Eat Food & Fun! (and design)	JIPC Management, Inc.	59,015

John's Incredible Pizza Co.	JIPC Management, Inc.	59,016
Experience the Incredible!	JIPC Management, Inc.	59,017
John's Incredible Pizza Co. All You Can Eat Food & Fun! (and design)	JIPC Management, Inc.	59,018