

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI125466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JIPC MANAGEMENT, INC.		03/26/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	EAST WEST BANK		
Street Address:	135 N. Los Robles Ave.		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3058427	JOHN'S INCREDIBLE PIZZA CO.	
Registration Number:	3099682	JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!	
Registration Number:	6148682	GRUBBLERS	
Registration Number:	3049057	EXPERIENCE THE INCREDIBLE	
Registration Number:	3346319	ACCOLADES FOR GOOD GRADES	
Registration Number:	3019206	EXPERIENCE THE INCREDIBLE	
Registration Number:	3025377	JOHN'S INCREDIBLE PIZZA CO.	
Registration Number:	3061612	JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!	
Registration Number:	3332657	INCREDIBEAR	
Registration Number:	3350338	INCREDIBEAR	
Registration Number:	3365896	PRESCRIPTION FOR FUN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(800)494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		

OP \$290.00.00 76585976

Address Line 1: 1025 Connecticut Avenue NW
Address Line 2: Suite 712
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2304818 TM1

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 03/27/2024

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 26, 2024 by and between EAST WEST BANK, as administrative agent (the "Administrative Agent") for the benefit of the lenders party to the Credit Agreement identified below (the "Lenders") and the other Secured Parties, and JIPC MANAGEMENT, INC. ("Grantor").

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit Agreement by and among Administrative Agent, the Lenders from time to time party thereto, Grantor and certain of its affiliates dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents to secure the Obligations.

B. Pursuant to the terms of a Security Agreement dated as of the date hereof, Grantor has granted to Administrative Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Administrative Agent, as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement, the Security Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit

Agreement, the Security Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Grantor hereby authorizes Administrative Agent to modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement. Grantor hereby authorizes Administrative Agent to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Administrative Agent's name or in the name of Administrative Agent as Administrative Agent and attorney-in-fact for Grantor.

Sections 10.14, 10.15, and 10.19 (Governing Law; Jurisdiction; Waiver of Jury Trial; and Electronic Execution) of the Credit Agreement are incorporated herein by this reference as though set forth in full.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

JIPC MANAGEMENT, INC.

Signature: John M Parlet

Print Name: John M. Parlet

Title: CEO/Secretary/CFO

Address:

22342 Avenida Empresa, Suite 220
Rancho Santa Margarita, CA 92688
Attention: John Parlet

ADMINISTRATIVE AGENT:

EAST WEST BANK, as Administrative Agent

Signature: _____

Print Name: _____

Title: _____

Address:

135 North Los Robles Avenue, Suite 600
Pasadena, CA 91101
Attention: Director of Credit Risk Management

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

JIPC MANAGEMENT, INC.

Signature: _____

Print Name: John M. Parlet

Title: CEO/Secretary/CFO

Address:
22342 Avenida Empresa, Suite 220
Rancho Santa Margarita, CA 92688
Attention: John Parlet

ADMINISTRATIVE AGENT:

EAST WEST BANK, as Administrative Agent

Signature:  _____

Print Name: Kenneth Phelps

Title: Director

Address:
135 North Los Robles Avenue, Suite 600
Pasadena, CA 91101
Attention: Director of Credit Risk Management

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

N/A

N/A

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
N/A	N/A	N/A

EXHIBIT C

Trademarks

<u>Word/Mark</u>	<u>US Serial Number</u>	<u>US Registration Number</u>	<u>App/Reg Date</u>	<u>Owner/Current Assignee</u>
JOHN'S INCREDIBLE PIZZA CO.	76585976	3058427	2/14/2006	Assigned to Citizens Bank, N.A.
JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!	76585945	3099682	6/6/2006	Assigned to Citizens Bank, N.A. JIPC Management, Inc DBA John's Incredible Pizza Co.
GRUBBLERS EXPERIENCE THE INCREDIBLE ACCOLADES FOR GOOD GRADES	88454919	6148682	9/8/2020	Assigned to Citizens Bank, N.A.
EXPERIENCE THE INCREDIBLE	78435074	3049057	1/24/2006	Assigned to Citizens Bank, N.A.
JOHN'S INCREDIBLE PIZZA CO.	78964225	3346319	11/27/2007	Assigned to Citizens Bank, N.A.
JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!	76585975	3019206	11/29/2005	Assigned to Citizens Bank, N.A.
JOHN'S INCREDIBLE PIZZA CO.	76585977	3025377	12/13/2005	Assigned to Citizens Bank, N.A.
JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!	76585946	3061612	2/28/2006	Assigned to Citizens Bank, N.A.
INCREDIBEAR	78894556	3332657	11/6/2007	Assigned to Citizens Bank, N.A.
INCREDIBEAR	78922985	3350338	12/4/2007	Assigned to Citizens Bank, N.A.
PRESCRIPTION FOR FUN	78964122	3365896	1/8/2008	Assigned to Citizens Bank, N.A.