

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI206114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOD SUPER FAST PIZZA, LLC		05/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. DEARBORN		
Internal Address:	Floor L2, IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6925225	MOD4GOOD	
Registration Number:	6117896	ALL PIZZAS WELCOME	
Registration Number:	7112061	MOD VALUE(S) MENU	
Registration Number:	7342496	MOD VALUE(S) MEAL	
Registration Number:	7258238	MOD FRESH	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4042774887		
Email:	AQuinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Alanna Quinn		
SIGNATURE:	Alanna Quinn		
DATE SIGNED:	05/02/2024		

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Total Attachments: 5

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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 May 1, 2024, 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 by that certain Amendment No. 1, dated as of September 30, 2021, Amendment No. 2, dated as of April 26, 2022, Amendment No. 3, dated as of December 18, 2023, and as further 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 (as amended by that certain First Amendment to Guarantee and Collateral Agreement, dated as of the date hereof, and as further amended from time to time hereafter, 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, pursuant to the Security Agreement, the Grantor duly authorized the execution, delivery and performance of that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of December 24, 2019; 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.

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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.

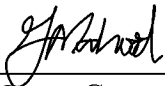
MOD SUPER FAST PIZZA, LLC

By: 

Name: Beth Scott

Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Grace Mahood
Title: Vice President

SCHEDULE 1

Trademark Registrations

	Application Number Application Date	Registration Number Registration Date	Status	Grantor
MOD4GOOD	88417811 5/6/2019	6925225 12/13/2022	Registered	MOD Super Fast Pizza, LLC
ALL PIZZAS WELCOME	88760537 1/15/2020	6117896 8/4/2020	Registered	MOD Super Fast Pizza, LLC
MOD VALUE(S) MENU	97447459 6/7/2022	7112061 7/18/2023	Registered	MOD Super Fast Pizza, LLC
MOD VALUE(S) MEAL	97447482 6/7/2022	7342496 4/2/2024	Registered	MOD Super Fast Pizza, LLC
MOD FRESH	97617552 10/3/2022	7258238 1/2/2024	Registered	MOD Super Fast Pizza, LLC