

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sbarro, Inc.		03/26/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	NATIXIS
Street Address:	1251 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1826726	CAFE SBARRO
Registration Number:	3230261	CARMELA'S
Registration Number:	2173621	LA CUCINA DI CAPRI
Registration Number:	2622141	MAMA MAKES IT BETTER
Registration Number:	2622140	MAMA SBARRO
Registration Number:	2646881	MAMA SBARRO'S PIZZERIA
Registration Number:	985647	SBARRO
Registration Number:	1991581	SBARRO
Registration Number:	3549590	SBARRO FRESH ITALIAN COOKING
Registration Number:	1834998	SBARRO THE BEST ITALIAN CHOICE
Registration Number:	1161472	SBARRO THE ITALIAN EATERY
Registration Number:	3125530	THE BIG MINI...BIG ON TASTE
Registration Number:	2511105	TONY & BRUNO'S
Registration Number:	1763821	WHERE MAMA STILL RUNS THE KITCHEN

CH \$365.00 1826726

CORRESPONDENCE DATA

Fax Number: (212)446-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: hsmith@kirkland.com

Correspondent Name: Hayley Smith, Sr. Legal Assistant

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 153 East 53rd Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	139702-2 (HS)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	04/02/2009

Total Attachments: 5
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**Grant of Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SBARRO, INC., a New York corporation (the "Grantor"), having its chief executive office at 401 Broadhollow Road, Melville, NY 11747, hereby grant to NATIXIS, as Collateral Agent (the "Grantee"), with offices at 1251 Avenue of the Americas, 34th Floor, New York, NY 10020, a security interest in all of the 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 "Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantor's rights to:

- (i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto; and
- (ii) all products and proceeds of the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark or Trademark Registration.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantors, the Grantee and certain other parties dated as of March 26, 2009, as amended, modified or supplemented from time to time (the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the liens and security interests granted to Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of March 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among Bank of America, N.A., as First Lien Collateral Agent, and Natixis, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

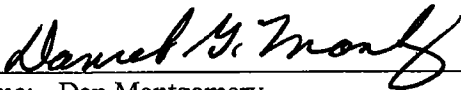
This Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTORS authorize and request that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SBARRO, INC.

By: 
Name: Dan Montgomery
Title: Chief Financial Officer


Agreed and Accepted:

NATIXIS, NEW YORK BRANCH

as Collateral Agent,

as Grantee

By:


Name: SAMANTHA TANG / STACEY CARLTH
Title: Associate Director / ASSOCIATE DIRECTOR

Schedule A to Trademark Agreement

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CAFÉ SBARRO	U.S.	1826726	3/15/94
CARMELA'S	U.S.	3230261	4/17/07
LA CUCINA DI CAPRI	U.S.	2173621	7/14/98
MAMA MAKES IT BETTER	U.S.	2622141	9/17/02
MAMA SBARRO	U.S.	2622140	9/17/02
MAMA SBARRO'S PIZZERIA	U.S.	2646881	11/5/02
SBARRO	U.S.	985647	6/4/74
SBARRO	U.S.	1991581	8/6/96
SBARRO FRESH ITALIAN COOKING	U.S.	3549590	12/23/08
SBARRO THE BEST ITALIAN CHOICE	U.S.	1834998	5/3/94
SBARRO THE ITALIAN EATERY	U.S.	1161472	7/14/81
THE BIG MINI...BIG ON TASTE	U.S.	3125530	8/8/06
TONY & BRUNO'S	U.S.	2511105	11/20/01
WHERE MAMA STILL RUNS THE KITCHEN	U.S.	1763821	4/6/93

TRADEMARK APPLICATIONS

None.