

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sbarro, Inc.		01/26/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	MA1-225-08-02, 225 Franklin Street		
Internal Address:	Attn: Anthony D. Healey		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3549590	SBARRO FRESH ITALIAN COOKING	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-370-4761		
Email:	ecallahan@nationalcorp.com		
Correspondent Name:	Elspeth Callahan		
Address Line 1:	1100 G St NW Suite 420		
Address Line 2:	National Corporate Research		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F131608		
NAME OF SUBMITTER:	Courtney J. Mitchell		
Signature:	/Courtney J. Mitchell/		

OP \$40.00 3549590

Date:

01/26/2011

Total Attachments: 4

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**Grant of Security Interest
in United States Trademarks**

January 26, 2011

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, New York 11747, hereby grant to BANK OF AMERICA, N.A., as Collateral Agent (the "Grantee"), with offices at Mail Code: MA1-225-08-02, 225 Franklin Street, Boston, MA 02110, Attn: Anthony D. Healey, 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 Grantors' 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 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 January 31, 2007, 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.

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.

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

SBARRO, INC.

by: 

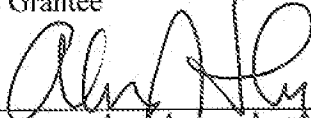
Name: Stuart Steinberg

Title: Secretary/General Counsel

Agreed and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent,
as Grantee

By:


Name: Anthony D. Healey
Title: Senior V.P.

Schedule A to Trademark Agreement

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SBARRO FRESH ITALIAN COOKING	U.S.	Registered	3549590	12/23/2008

TRADEMARK APPLICATIONS

None.