

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 LLC (successor by merger to SBARRO, INC.)		11/28/2011	PARTNERSHIP: NEW YORK

RECEIVING PARTY DATA

Name:	CANTOR FITZGERALD SECURITIES
Street Address:	110 East 59th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 15

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

TRADEMARK

900208001

REEL: 004666 FRAME: 0766

OP \$390.00 1826726

Serial Number:

85293037

SBARRO FRESH ITALIAN COOKING

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW Suite 420

Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F136875

NAME OF SUBMITTER:

Courtney J. Mitchell

Signature:

/Courtney J. Mitchell/

Date:

11/28/2011

Total Attachments: 4

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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 LLC (successor by merger to Sbarro, Inc.), a New York limited liability company (the "Grantor"), having its chief executive office at 401 Broadhollow Road, Melville, NY 11747, hereby grant to CANTOR FITZGERALD SECURITIES, as Collateral Agent (the "Grantee"), with offices at 110 East 59th Street, New York, NY 10022, 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 November 28, 2011, 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 Patents and 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 above written.

SBARRO LLC (successor by merger to
SBARRO, INC.)

By: 

Name: Carolyn M. Spatafora

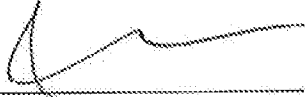
Title: Vice President, Chief Financial
Officer and Secretary

[Signature Page to Trademark Security Agreement]

Agreed and Accepted:

CANTOR FITZGERALD SECURITIES,
as Collateral Agent,
as Grantee.

By: _____



Name:

Title:

James Bond

Chief Operating Officer

[Signature Page to Trademark Security Agreement]

Schedule A to Trademark Security Agreement

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 MINL... 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

<u>Trademark</u>	<u>Country</u>	<u>App. Serial No.</u>	<u>App. Date</u>
SBARRO FRESH ITALIAN COOKING (STYLIZED) & DESIGN	U.S.	85/293037	4/12/11