

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Lien

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CANTOR FITZGERALD SECURITIES, as Collateral Agent		11/28/2011	PARTNERSHIP: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	Sbarro LLC (successor by merger to Sbarro, Inc.)
<b>Street Address:</b>	401 Broadhollow Road
<b>City:</b>	Melville
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	11747
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK

**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:	0985647	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**

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
Phone: 202-370-4761  
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: 5 source=Trademark Release First Lien 11 28 11 to file (2)#page2.tif source=Trademark Release First Lien 11 28 11 to file (2)#page3.tif source=Trademark Release First Lien 11 28 11 to file (2)#page4.tif source=Trademark Release First Lien 11 28 11 to file (2)#page5.tif source=Trademark Release First Lien 11 28 11 to file (2)#page6.tif	

**Termination and Release of Lien on Trademarks (the “Release”)**

November 28, 2011 (the “Release Date”)

**WHEREAS**, Sbarro, Inc., a New York limited liability company, located at 401 Broadhollow Road, Melville, NY 11747 (the “Pledgor”) each granted a continuing security interest in all of its intellectual property, whether now owned or existing or hereafter acquired or arising, including the trademarks (the “Trademarks”) listed in the attached Exhibit A to Cantor Fitzgerald Securities pursuant to (i) that certain Security Agreement executed in connection with that certain Credit Agreement dated as of January 31, 2007 as amended or modified by the First Amendment to Credit Agreement dated as of March 26, 2009 (as so amended, supplemented or otherwise modified from time to time, the “Credit Agreement”; terms defined therein being used herein as therein defined) among the Pledgor, Sbarro Holdings, LLC, a Delaware limited liability company (“Holdings”), Midocean SBR Acquisition Corp., a New York corporation, the lenders party thereto, Bank of America, N.A., as administrative agent, collateral agent, swing line lender and l/c issuer and the other agents, arrangers and managers party thereto and (ii) that certain Successor First Lien Agent Agreement dated as of April 1, 2011 (the “Successor First Lien Agent Agreement”) among the Pledgor, Holdings, Cantor Fitzgerald Securities, in its capacity as successor administrative agent (in such capacity, the “Administrative Agent”) and successor collateral agent (in such capacity, the “Collateral Agent”), certain subsidiary guarantors party thereto and certain lenders party thereto, which security interest was recorded with the United States Patent and Trademark Office (the “USPTO”) on February 20, 2007 at Reel/Frame 3484/0367, on January 26, 2011 at Reel/Frame 4461/0376 and on April 28, 2011 at Reel/Frame 004530/0411.

**WHEREAS**, the Collateral Agent has agreed at the request of the Pledgor to release its security interest in and lien on the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Effective as of the Release Date, the Collateral Agent does hereby irrevocably terminate, release and discharge any and all security interests in and lien on the Trademarks granted by the Pledgor under the Credit Agreement and does hereby reassign to the Pledgor all right, title and interest of the Collateral Agent in and to such Trademarks.

SECTION 2. The Pledgor hereby acknowledges that the release in Section 1 above is being made without recourse to, or any representation or warranty by, the Collateral Agent.

SECTION 3. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. The Collateral Agent understands and agrees that this Release may be recorded by and for the Pledgor with the USPTO and in any other offices where notices of the Collateral Agent's security interests have been filed and/or the Trademarks have been collaterally assigned to the Collateral Agent.

SECTION 5. The Collateral Agent agrees to execute any other documents and take any further action reasonably necessary in any State, county or jurisdiction that the Pledgor and its designees, successors and assigns may reasonably require to effect the intent and purposes of this Release.

SECTION 6. This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank. Signature page follows].

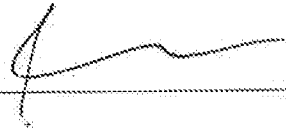
IN WITNESS WHEREOF, each of the undersigned has duly executed and delivered this Release effective on the date set forth below.

CANTOR FITZGERALD SECURITIES,  
as Collateral Agent

By: \_\_\_\_\_

Name:

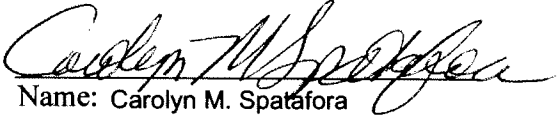
Title:

  
James Bond  
Chief Operating Officer

*[Signature Page to Release of Lien on Trademarks -- Pre-Petition First Lien]*

**TRADEMARK**  
**REEL: 004666 FRAME: 0891**

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

By:   
Name: Carolyn M. Spatafora  
Title: Vice President, Chief Financial  
Officer and Secretary

*[Signature Page to Release of Lien on Trademarks – Pre-Petition First Lien]*

**TRADEMARK**  
**REEL: 004666 FRAME: 0892**

Exhibit A

U.S Trademark Registrations and Applications

REGISTERED TRADEMARKS

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

TRADEMARK APPLICATIONS

None.