

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
Me-N-Ed's Pizzerias, Inc.		06/22/2012	CORPORATION: NEVADA
Piazza Del Pane, Inc.		06/22/2012	CORPORATION: CALIFORNIA
Siena Corp		06/22/2012	CORPORATION: CALIFORNIA
Angelo & Vito's Pizzeria, Inc.		06/22/2012	CORPORATION: CALIFORNIA
Milano Marketing International, Inc.		06/22/2012	CORPORATION: CALIFORNIA
Milano International Development Corp.		06/22/2012	CORPORATION: CALIFORNIA
Me-N-Ed's Ceres, Inc.		06/22/2012	CORPORATION: CALIFORNIA
Milano Restaurants International Corp.		06/22/2012	CORPORATION: NEVADA
Milano International Equipment Corp.		06/22/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	GE Capital Bank
Street Address:	6510 Milrock Drive, Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84121
Entity Type:	CORPORATION: UTAH

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85152070	ME-N-ED'S PIZZERIA TWO FUN GUYS. ONE SERIOUS PIZZA BRICK OVEN BAKED SINCE 1958
Serial Number:	76327763	ME-N-ED'S SLICES
Serial Number:	74541749	
Serial Number:	72461018	ME-N-ED'S
Serial Number:	76329619	ANGELO & VITO'S PIZZERIA BROOKLYN PIZZA WITH TRADEMARK

OP \$240.00 85152070

		ATTITUDE
Serial Number:	76329618	REAL BROOKLYN PIZZA WITH ATTITUDE
Serial Number:	76329617	ANGELO & VITO'S PIZZERIA
Serial Number:	78657752	PIAZZA DEL PANE
Serial Number:	78434167	ZIA MIA'S

CORRESPONDENCE DATA

Fax Number: 4023461148

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

Phone: 402-346-6000

Email: carolyn.pasternak@kutakrock.com

Correspondent Name: Carolyn Pasternak, Paralegal

Address Line 1: 1650 Farnam Street

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Carolyn Pasternak
Signature:	/Carolyn Pasternak/
Date:	06/22/2012

Total Attachments: 5

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SHORT-FORM IP SECURITY AGREEMENT

THIS SHORT-FORM IP SECURITY AGREEMENT (this "*Short Form Agreement*") is made and entered into as of June 22, 2012 by ME-N-ED'S PIZZERIAS, INC., a Nevada corporation, PIAZZA DEL PANE, INC., a California corporation, SIENACORP., a California corporation, ANGELO & VITO'S PIZZERIA, INC., a California corporation, MILANO MARKETING INTERNATIONAL, INC., a California corporation, MILANO INTERNATIONAL DEVELOPMENT CORP., a California corporation, ME-N-ED'S CERES, INC., a California corporation, MILANO RESTAURANTS INTERNATIONAL CORP., a Nevada corporation, and MILANO INTERNATIONAL EQUIPMENT CORP., a California corporation ("*Grantor*") and GE CAPITAL BANK, a Utah industrial loan corporation ("*Lender*"), as the secured party.

PRELIMINARY STATEMENTS:

Pursuant to a Loan Agreement dated as of the date of this Agreement among Lender and Grantor (as the same may be amended, supplemented, extended or renewed from time to time, the "*Loan Agreement*"), Lender has agreed to make a loan to Grantor as described in the Loan Agreement (the "*Loan*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Loan Agreement.

Pursuant to the Loan Documents, each Grantor and Lender have agreed to enter into this Short Form Agreement to further evidence the grant of the security interests in such Grantor's Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Loan Agreement.

AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Loan Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Grantor hereby grants to Lender, a security interest in and lien upon all of such Grantor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Grantor connected with the use of and symbolized by the trademarks.

2. Grant of License. Subject to the terms and conditions of the Loan Agreement, each Grantor hereby grants to Lender, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Grantor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Grantor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's security interest in the Collateral.

3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Loan Agreement are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Loan Agreement in any respect. The security interest granted pursuant to this Short-Form IP Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreements and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreements and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

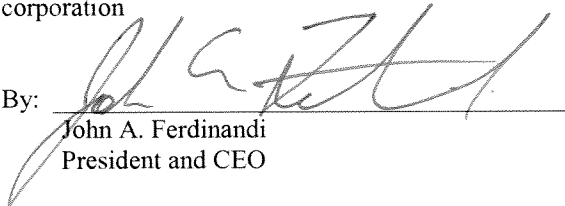
4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:

ME-N-ED'S PIZZERIAS, INC., a Nevada corporation
PIAZZA DEL PANE, INC., a California corporation
SIENACORP., a California corporation
ANGELO & VITO'S PIZZERIA, INC., a California corporation
MILANO MARKETING INTERNATIONAL, INC., a California corporation
MILANO INTERNATIONAL DEVELOPMENT CORP., a California corporation
ME-N-ED'S CERES, INC., a California corporation
MILANO INTERNATIONAL EQUIPMENT CORP., a California corporation

By: 
John A. Ferdinandi
President and CEO

LENDER:

GE CAPITAL BANK, a Utah industrial loan corporation

By: _____
Printed Name: _____
Its Authorized Signatory

EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:

ME-N-ED'S PIZZERIAS, INC., a Nevada corporation
PIAZZA DEL PANE, INC., a California corporation
SIENACORP., a California corporation
ANGELO & VITO'S PIZZERIA, INC., a California corporation
MILANO MARKETING INTERNATIONAL, INC., a California corporation
MILANO INTERNATIONAL DEVELOPMENT CORP., a California corporation
ME-N-ED'S CERES, INC., a California corporation
MILANO INTERNATIONAL EQUIPMENT CORP., a California corporation

By: _____
John A. Ferdinandi
President and CEO

LENDER:

GE CAPITAL BANK, a Utah industrial loan corporation

By: _____
Printed Name: DANIEL NUNES
Its Authorized Signatory

EXHIBIT A
INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Debtor:

Trademark	Trademark Owner Name	Serial No.	Registration Number
Me-N-Ed's Pizzeria Two Fun Guys. One Serious Pizza Brick Oven Baked since 1958	Me N Ed's Pizzerias, Inc.	85152070	4058688
Me-N-Ed's Slices	Me N Ed's Pizzerias, Inc. (successor to Pizza World Supreme, Inc.)	76327763	2674424
Picturemark (two men with pizza)	Me N Ed's Pizzerias, Inc. (successor to Pizza World Supreme, Inc.)	74541749	1958376
Me-N-Ed's	Me N Ed's Pizzerias, Inc.	72461018	0995305
Angelo & Vito's Pizzeria Real Brooklyn Pizza with Attitude	Angelo & Vito's Pizzeria, Inc. (assignee of Pizza World Supreme, Inc.)	76329619	2988444
Real Brooklyn Pizza with Attitude	Angelo & Vito's Pizzeria, Inc. (assignee of Pizza World Supreme, Inc.)	76329618	2671650
Angelo & Vito's Pizzeria	Angelo & Vito's Pizzeria, Inc.	76329617	2690219
Piazza del Pane	Piazza del Pane, Inc.	78657752	3100704
Zia Mia's	Sienacorp (successor to Zia Mia's Cucina Italia, Inc.)	78434167	2997585