

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Villa Holding, LLC		08/23/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Capital One, Natinal Association
Street Address:	275 Broadhollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DISTRICT OF COLUMBIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3297462	CASA JAVA
Registration Number:	3251048	CASA JAVA GOURMET COFFEE
Registration Number:	1116492	COZZOLI'S
Registration Number:	3174944	CUPINO
Registration Number:	3174945	CUPINO PREMIUM PIZZA SAUCE
Registration Number:	1145334	FOR THE SLICE OF YOUR LIFE
Registration Number:	1488871	
Serial Number:	85235674	THE MARKET BY VILLA
Registration Number:	2047089	VERY VILLA, VERY GOOD
Registration Number:	3146774	VILLA FRESH ITALIAN KITCHEN
Serial Number:	85522575	VILLA ITALIAN KITCHEN
Registration Number:	1749093	VILLA PIZZA
Registration Number:	1401644	VILLA PIZZA
Registration Number:	1699602	VILLA PIZZA

TRADEMARK

OP \$490.00 3297462

Registration Number:	2953696	VILLA PIZZA A NEW YORK ORIGINAL SINCE 1964
Registration Number:	1827830	VILLA PIZZA DELICIOUS ITALIAN FOOD FROMOUR FAMILY TO YOURS.
Registration Number:	2897496	VILLA PIZZA PASTA STROMBOLI PIZZA SALADS
Registration Number:	3316626	VILLA PIZZA · PASTA STROMBOLI · SALADS
Registration Number:	3405045	VILLA PRONTO!

CORRESPONDENCE DATA

Fax Number: 9732287852

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

Phone: 973-403-3155

Email: jbick@bracheichler.com

Correspondent Name: Jonathan Bick

Address Line 1: 101 Eisenhower Parkway

Address Line 4: Roseland, NEW JERSEY 07068

NAME OF SUBMITTER:

Jonathan D. Bick

Signature:

/Jonathan D. Bick/

Date:

08/30/2012

Total Attachments: 13

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ROYALTY-FREE LICENSE

OF

SERVICE MARKS AND TRADEMARKS

THIS ROYALTY-FREE LICENSE OF SERVICE MARKS AND TRADEMARKS (this License) is entered into as of August 23, 2012, by and between **VILLA HOLDING, LLC**, a Delaware limited liability company (together with its successors and assigns, "Licensor"); and **CAPITAL ONE, NATIONAL ASSOCIATION**, having an office located at 275 Broadhollow Road, Melville, New York, 11747 (together with its successors and assigns, "Bank").

RECITALS:

A. Certain affiliates of Licensor are Borrowers under and have entered into with Bank that certain Revolving Credit, Term Loan and Security Agreement dated August 23, 2012 by and among Bank and the Borrower's listed on Schedule "A" attached hereto and made a part hereof, dated as of even date herewith (the "Loan Agreement") providing, subject to the terms and conditions set forth therein, for the delivery by Licensor to Bank of, among other things, the limited royalty-free right and license to use and assign to one or more third-parties (each, a "Permitted Assignee", as defined below) the limited, royalty-free right and license to use the Registered Marks (as defined below).

B. Capitalized terms not otherwise defined herein have the meaning set forth in the Loan Agreement.

C. The license hereunder and other obligations and transactions described and contemplated hereby are in partial consideration for Bank agreeing to enter into, perform or accept, as applicable, the Loan Agreement and the other Loan Documents.

D. Licensor has adopted, used, is using, licensed, and is licensing, certain marks (together with any applications, extensions, renewals, amendments, modifications or other filings made by Licensor in the conduct of its business or works related thereto, collectively, the "Registered Marks") described on Schedule B hereto which may be registered in the United States Patent and Trademark Office.

E. To secure the Obligations in the Loan Agreement, Licensor desires to license to Bank, and Bank desires to accept from Licensor, an unrestricted and royalty-free right and license to use and assign to one or more Permitted Assignees the royalty-free right and license to use the Registered Marks.

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements and covenants contained herein and in the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark License. Licensor hereby grants to Bank the non-exclusive, royalty-free right and license to use and/or assign to one or more Permitted Assignees the non-exclusive, royalty-free right and license to use the Registered Marks, whether or not such Registered Marks are registered or have been registered, in the 48 contiguous states of the United States of America, in connection with the operation and promotion of quick service restaurant services;

This License is solely for purposes of securing the Obligations and shall not operate as an assignment of any of Licensor's liabilities or obligations relating to the Registered Marks. Licensor shall have the sole obligation to maintain (to the extent registered and used in commerce) and enforce the Registered Marks consistent with its use, business objectives, and other obligations, and Licensor's rights therein at Licensor's sole cost and expense.

For the purpose of this License, the parties agree that a "Permitted Assignee" refers to a third party not related to Bank or Licensor to operate one or more restaurants pursuant to this License.

2. Absolute License. The Registered Marks licensed hereunder is an absolute present license and is effective immediately upon the execution of this License. Notwithstanding anything to the contrary set forth in this Agreement, the Bank agrees not to exercise its rights under Paragraph 1 above unless and until an Event of Default (as defined in the Loan Agreement) has occurred and is continuing.

3. Limitation on Trademark License. Subject to the other terms and conditions of this License, the rights granted to Bank in Paragraph 1, above, shall be limited to the use of the Registered Marks by Bank or its Permitted Assignee(s) at a maximum of fifty (50) store locations, whether such store locations presently exist or exist in the future (including new store locations established by Bank or its Permitted Assignee(s) for the purpose of using the Registered Marks in accordance with this License). Nothing in this License shall prohibit or prevent any existing or future franchisee from using the Registered Marks in accordance with the terms of any existing or future franchise agreement between such franchisee and Licensor.

4. Representations and Warranties of Licensor. Licensor represents and warrants to Bank as follows:

- a. it is duly authorized and empowered to execute and perform this License;
- b. it is not a party to any agreements, instruments or assignments that: (i) are in conflict with this License, (ii) would interfere with any rights being granted to Bank under this License, or (iii) would cause any Lien to be created on the Registered Marks or any claim against the Registered Marks;
- c. this License constitutes a legal, valid and binding agreement and is enforceable against it in accordance with its terms;
- d. it is the sole owner of the Registered Marks, free and clear of all Liens;

e. neither the execution, delivery or performance of this License nor the consummation of the transactions contemplated hereby will violate any law, regulation, or final court order affecting the Licensor or its assets or properties; and

f. the Registered Marks are not currently subject to, or to the knowledge of Licensor threatened with, any claim, action or proceeding.

5. Registered Marks Provisions.

a. Any stationery, business cards, advertisements, press releases, brochures, coupons, packages, labels and tags or other printed material provided by a Permitted Assignee, including cooperative advertising, and any labels applied by a Permitted Assignee and bearing the Registered Marks, shall at all times clearly identify the Permitted Assignee to the public as the source of such services and/or products and that the Permitted Assignee is using the Registered Marks under license by affixing the following legend:

"Trademark (or Service Mark) of Villa Holding, LLC"

b. A Permitted Assignee shall immediately report, in writing to Licensor, any unauthorized use of any Registered Mark which comes to a Permitted Assignee's attention. A Permitted Assignee shall promptly report to Licensor the particulars of any use by any third party of a trade name or mark which a Permitted Assignee might reasonably believe amounts to infringement of any of the Registered Marks or to unfair competition or palming-off at common law. A Permitted Assignee shall, if requested by Licensor, cooperate with Licensor in precluding the unauthorized use of any Registered Mark.

c. A Permitted Assignee shall agree that the nature and quality of goods and services to be rendered by a Permitted Assignee shall be substantially similar to the quality control standards imposed upon the other authorized users of the Registered Marks.

6. Affirmative Covenants. Licensor covenants and agrees that until the Obligations are paid in full, it will:

a. protect, maintain and renew the Registered Marks in the ordinary course consistent with its use, business objectives, and other obligations; and

b. diligently, prosecute or defend claims, demands and causes of action, both statutory and based upon common law, and in law or equity, that Licensor has or might have by reason of any infringement, past, present or future, of any Registered Mark.

7. Negative Covenants. Licensor covenants and agrees that until the Obligations are paid in full, it will not:

a. assign, sell, transfer, pledge, hypothecate, license or encumber the Registered Marks, other than the use and licensing of the Registered Marks by Licensor in the ordinary course of its business pursuant to Licensor's license agreements currently in place or entered into during the Term; or

b. permit a Lien to be placed or levied against the Registered Marks.

8. Term. The license granted pursuant to the grant in Paragraph 1 herein shall be effective as of the date hereof and, provided Bank has not previously exercised its rights under Paragraph 1 to use and/or assign the Registered Marks to a Permitted Assignee, shall terminate upon the payment in full of the Obligations, at which time this License shall be and become null and void and of no further force and effect ("Term"). If prior to the expiration of the Term, the Bank has exercised its rights under this Agreement, to use and/or assign the Registered Marks to a Permitted Assignee, then, notwithstanding anything to the contrary set forth in this License, all rights in the Registered Marks so assigned or transferred shall expressly survive in perpetuity. This License shall be binding upon Licensor, Bank, and a Permitted Assignee(s), and their respective legal representatives, successors and assigns.

9. Further Assurances. Licensor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, consents, notices and assurances as may be requested by Bank to further effect and evidence this License and enforcement of the same hereunder and the transactions contemplated hereby.

10. Amendment. This License may not be changed unless such change is in a writing signed by the parties. The provisions of this License may not be waived unless such waiver is in a writing signed by the party against whom enforcement of any waiver or discharge is sought.

11. Severability. If any provision of this License shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this License, as the case may require, and this License shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

12. Successors and Assigns. This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Governing Law. The parties hereto agree that this License shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles.

14. Counterparts. This License may be executed in counterparts, including facsimile or electronic signature, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

15. Independent Rights. This License creates rights in favor of the Bank that are separate and independent from any rights created elsewhere in the Loan Documents and shall survive any remedies set forth in the Loan Documents until all Obligations have been indefeasibly paid in full (unless the Bank has exercised its rights to use and/or assign the Registered Marks as provided herein, in which event the rights assigned to a Permitted Assignee shall specifically survive any repayment of the Obligations).

IN WITNESS WHEREOF, the undersigned have caused this Royalty-Free License of Service Marks and Trademarks to be executed as of the date first written above.

LICENSOR:

VILLA HOLDING, LLC

By: Wishwell International, Inc., its Manager

By: _____

Biagio Scotto, President

BANK:

CAPITAL ONE, NATIONAL ASSOCIATION

By: _____

Thomas P. Higgins, Senior Vice President

Execution Copy

IN WITNESS WHEREOF, the undersigned have caused this Royalty-Free License of Service Marks and Trademarks to be executed as of the date first written above.

LICENSOR:

VILLA HOLDING, LLC

By: Wishwell International, Inc., its Manager

By: _____
Biagio Scotto, President

BANK:

CAPITAL ONE, NATIONAL ASSOCIATION

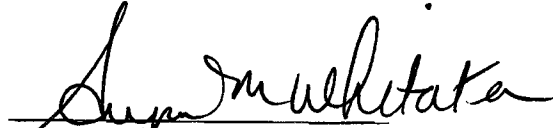
By: Thomas P Higgins
Thomas P. Higgins, Senior Vice President

ACKNOWLEDGEMENT

STATE OF NEW JERSEY)
 ss.:
COUNTY OF)

I CERTIFY that on August __, 2012, Thomas P. Higgins, personally came before me and he acknowledged under oath, to my satisfaction, that:

- (a) He signed, sealed and delivered the attached document as a Senior Vice President of Capital One, National Association, the Bank named in this document; and
- (b) This document was signed and made by the Bank as its voluntary act and deed.



Notary Public

Suzanne M. Whitaker
Notary Public, New Jersey
My Commission Expires 10-23-13

SCHEDULE A
Loan Agreement Parties





1. Villa Enterprises Management Ltd., Inc. (NJ)
2. American Villa Enterprises, Ltd., Inc. (NJ)
3. Austin ABC, Inc. (TX)
4. Bidiatsco, Inc. (NJ)
5. Centro & Fanti of California, LLC (CA)
6. Centro & Fanti of Topanga, LLC (DE)
7. Centofanti of Bellevue, Inc. (TX)
8. Coney Island Concepts, Inc. (MD)
9. Grande Pizza, LLC (TX)
10. Green Valley Restaurant, LLC (NV)
11. Houston Chelsea, LLC (TX)
12. International Villa II, Inc. (PA)
13. Lupusco Holding Corp. (NJ)
14. Lupusco, Inc. (PA)
15. Mall of America Pizza, Inc. (MN)
16. Mall of America Pizza, LLC (DE)
17. NYC Pizza Co., LLC (NY)
18. Philly Steaks and Subs, Inc. (VA)
19. Red Rock Restaurant, LLC (NV)
20. Restaurant at Albany Airport, LLC (NY)
21. River Walk Pizza, LLC (LA)
22. Villa Pizza, Inc. (CO)
23. Villa Pizza, Inc. (LA)
24. Villa Enterprises Ltd., Inc. (NJ)
25. Villa Enterprises Pizza Ltd., Inc. (NJ)
26. Villa Enterprises, Inc. (DE)
27. Villa Italian of Texas, Inc. (TX)
28. Villa Organization, Inc. (TX)
29. Villa Pizza Enterprises, Inc. (NY)
30. Villa Pizza Enterprises, LLC (AZ)
31. Villa Pizza of Bellport, Inc. (NY)
32. Villa Pizza of Fashion Center, LLC (DE)
33. Villa Pizza of Independence, Inc. (MO)
34. Villa Pizza of LaPlaza, Inc. (TX)
35. Villa Pizza of Ohio, Inc. (OH)
36. Villa Pizza of San Marcos, Inc. (TX)
37. Villa Pizza of the Northwest, Inc. (CA)
38. Villa Pizza of Virginia, Inc. (VA)
39. Villa Pizza Specialties, Inc. (IL)
40. Luca Villa Pizza, Inc. (TX)
41. Villa Pizza Specialties, LLC (WA)
42. Villa Pizza, Inc. (AZ)





43. Villa Pizza, Inc. (MA)
44. Villa Pizza, Inc. (NM)
45. Villa Pizza, Inc. (PA)
46. Villa Pizza, LLC (NC)
47. Villa Restaurant, Inc. (TX)
48. Villa Restaurant, Inc. (PA)
49. Villa Ristorante, Inc. (PA)
50. Villa Specialties of Gulf Coast, Inc. (FL)
51. Villa Wichita Falls, LLC (DE)
52. Villa Woodland Hills, LLC (OK)
53. Orlando Pizza System, LLC (DE)
54. Villa Investments, Inc. (NJ)
55. Cozzoli Broward, LLC (DE)
56. Villa Enterprises Holdings Corp. (NJ)
57. Villa Pizza, Inc. (ILL)
58. Villa Pizza of Potomac Mills, Inc. (VA)


SCHEDULE B

CURRENT U.S. TRADEMARKS

Villa Holding, LLC

MARK	OWNER	APPLICATION/REGISTRATION #
CASA JAVA	VH	3,297,462
 CASA JAVA GOURMET COFFEE (& Design)	VH	3,251,048
 COZZOLI'S (Stylized)	VH	1,116,492
CUPINO	VH	3,174,944
 CUPINO PREMIUM PIZZA SAUCE (& Design)	VH	3,174,945
FOR THE SLICE OF YOUR LIFE	VH	1,145,334
 Miscellaneous Design (Delivery Boy on Skateboard)	VH	1,488,871
THE MARKET BY VILLA	VH	85/235,674

VERY VILLA, VERY GOOD	VH	2,047,089
VILLA FRESH ITALIAN KITCHEN	VH	3,146,774
VILLA ITALIAN KITCHEN	VH	85/522,575
VILLA PIZZA	VH	1,749,093
 VILLA PIZZA (& Design)	VH	1,401,644
 VILLA PIZZA (& Design)	VH	1,699,602
VILLA PIZZA A NEW YORK ORIGINAL SINCE 1964	VH	2,953,696
VILLA PIZZA DELICIOUS ITALIAN FOOD FROM OUR FAMILY TO YOURS. (& Design) 	VH	1,827,830
 VILLA PIZZA PASTA STROMBOLI PIZZA SALADS (& Design)	VH	2,897,496

 <p>VILLA PIZZA PASTA STROMBOLI SALADS (& Design)</p>	VH	3,316,626
VILLA PRONTO!	VH	3,405,045