

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sbarro Franchise Co. LLC		06/02/2014	LIMITED LIABILITY COMPANY: 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:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 21			
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	
Serial Number:	85293037	SBARRO FRESH ITALIAN COOKING	
Serial Number:	85903135	CUCINOVA	
Serial Number:	86126675	BROOKLYN FRESH	
Serial Number:	85968899	PIZZA CUCINOVA	
Serial Number:	85963701	PIZZA CUCINOVA TRADE MARK C	
TRADEMARK			

CH \$540.00 1826726

Property Type	Number	Word Mark
Serial Number:	85772610	SBARRO SKINNY SLICE
Serial Number:	85903147	TRADE MARK CUCINOVA ARTISAN PIZZA

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	161726-5
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/03/2014

Total Attachments: 15

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Sbarro Franchise Co. LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 401 Broadhollow Road, Melville, NY 11747, hereby grants 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 "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantor's rights to:

- (i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) 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 B hereto; and
- (iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B 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 Grantor, the Grantee and certain other parties dated as of June 2, 2014, 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.

Notwithstanding anything to the contrary herein, no security interests shall be granted in, and the Patent and Trademark Collateral shall not include, any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or

15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c), if the grant of a security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 or would otherwise impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration that may issue therefrom; provided, however, that upon the filing with, and examination and acceptance by, the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use", such intent-to-use Trademark application shall automatically become part of the Patent and Trademark Collateral and subject to the security interest granted herein.

This Grant of Security Interest in United States Patents and Trademarks may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

THE GRANTOR authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Patents and Trademarks.

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

SBARRO FRANCHISE CO. LLC

By: New Sbarro Intermediate Holdings, Inc.,
its Sole Member

By: 

Name: **STUART M. STEINBERG**
Title: **SECRETARY**

Agreed and Accepted:

CANTOR FITZGERALD SECURITIES.,
as Collateral Agent,
as Grantee

By: _____

Name: James Bond
Title: Chief Operating Officer



[Signature Page to Sbarro Grant Of Security Interest in United States Patents and Trademarks (Exit)]

TRADEMARK
REEL: 005294 FRAME: 0119

EXECUTION VERSION
Schedule A to Patent and Trademark Agreement

PATENTS AND PATENT APPLICATIONS

The Loan Parties do not own Patents.

Schedule B to Patent and Trademark Agreement

TRADEMARKS

Sbarro Franchise Co. LLC owns the following Trademarks:

1) U.S. Trademarks:

Trademark	Country	Reg. No.	Reg. Date
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
SBARRO FRESH ITALIAN COOKING (STYLIZED) & DESIGN	U.S.	App. Ser. No. 85/293037	App. Date 4/12/11
CUCINOVA	U.S.	App. Ser. No. 85/903,135	App. Date 4/12/2013
BROOKLYN FRESH	U.S.	App. Ser. No. 86/126,675	App. Date 11/22/201
PIZZA CUCINOVA	U.S.	App. Ser. No. 85/968,899	App. Date 6/25/2013

PIZZA CUCINOVA (STYLIZED) & DESIGN	U.S.	App. Ser. No. 85/963,701	App. Date 6/19/2013
SBARRO SKINNY SLICE	U.S.	App. Ser. No. 85/772,610	App. Date 11/6/2012
CUCINOVA ARTISAN PIZZA (STYLIZED) & DESIGN	U.S.	App. Ser. No. 85/903,147	App. Date 4/12/2013

2) Non-U.S. Trademarks:

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
SBARRO	Afghanistan	Registered	5473	6/10/97
SBARRO	Albania	Pending	AL/T/2008/28	1/24/08
SBARRO	Algeria	Registered	48320	11/9/94
SBARRO	Andorra	Registered	3502	2/6/97
SBARRO	Argentina	Registered	2216798	3/4/08
SBARRO	Armenia	Registered	10598	6/22/06
SBARRO	Aruba	Registered	17875	6/21/96
SBARRO	Australia	Registered	A548939	1/16/91
SBARRO	Austria	Registered	177758	9/7/98
SBARRO	Azerbaijan	Registered	2006 0667	8/14/06
SBARRO	Bahamas	Pending	29487	6/6/06
SBARRO	Bahamas	Pending	29488	6/6/06
SBARRO	Bahamas	Registered	9404	8/22/79
SBARRO	Bahrain	Registered	49535	8/10/06
SBARRO	Belarus	Registered	10060	3/12/99
SBARRO & WAVY FLAG LOGO	Belarus	Registered	27612	6/20/08
SBARRO (CYRILLIC) & WAVY FLAG LOGO	Belarus	Registered	26789	2/26/08
SBARRO	Benelux	Registered	446737	8/24/98
SBARRO	Bolivia	Registered	70764-C	2/10/99
SBARRO	Bosnia	Registered	BAZ081222A	1/23/08
SBARRO	Brazil	Registered	813205603	11/26/96

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
SBARRO	Brazil	Registered	820684503	7/24/01
SBARRO	Brazil	Registered	820684511	1/3/06
SBARRO	Brazil	Pending	830386718	9/23/09
SBARRO	Brazil	Pending	830386696	9/23/09
SBARRO	Bulgaria	Registered	06153	10/14/97
SBARRO	Canada	Registered	TMA278938	4/22/83
SBARRO	Chile	Registered	549227	8/30/89
SBARRO	China	Registered	1079699	8/14/97
SBARRO	Colombia	Registered	301136	8/12/05
SBARRO	Community Trademark (European Union)	Registered	113613	9/16/98
SBARRO & WAVY FLAG LOGO	Community Trademark (European Union)	Registered	8729303	6/11/10
SBARRO	Costa Rica	Registered	120996	6/30/00
SBARRO	Croatia	Pending	Z20080133A	1/22/08
SBARRO	Cuba	Registered	126385	4/14/98
SBARRO	Curacao	Registered	12086	6/16/06
SBARRO	Cyprus	Registered	46785	12/12/96
SBARRO	Cyprus	Registered	46786	12/12/96
SBARRO	Dominican Republic	Registered	136978	8/30/03
SBARRO	Ecuador	Registered	1-0903-98	4/13/98
SBARRO	Egypt	Registered	93019	11/5/94

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
SBARRO & Design (ARAB- IC)	Egypt	Registered	92624	10/9/94
SBARRO & Design (ENG- LISH)	Egypt	Registered	92626	10/9/94
SBARRO	El Salvador	Registered	43 Book 89	3/1/99
SBARRO	Estonia	Registered	42795	7/13/06
SBARRO	Federation of Russia	Registered	151639	4/10/97
SBARRO & Design	Federation of Russia	Registered	160052	1/16/98
SBARRO (CY- RILLIC)	Federation of Russia	Registered	159058	12/19/97
SBARRO	France	Registered	1485069	7/20/98
SBARRO	Georgia	Registered	M 16835	8/31/06
SBARRO	Germany	Registered	1143015	7/17/89
SBARRO	Greece	Registered	131826	11/17/98
SBARRO	Guatemala	Registered	125929	9/22/03
SBARRO THE ITALIAN EATERY	Guatemala	Pending	2286-94	4/11/94
CAFÉ SBARRO	Guatemala	Pending	2287-94	4/11/94
SBARRO	Honduras	Registered	7945	9/13/01
SBARRO	Hong Kong	Registered	02712/1997	3/4/96
SBARRO	Hong Kong	Registered	02713/1997	3/4/96
SBARRO	Hong Kong	Registered	02714/1997	3/4/96
SBARRO	Hungary	Registered	155568	2/10/99

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
SBARRO	Iceland	Registered	900/2006	9/6/06
SBARRO	India	Registered	275752	11/18/03
SBARRO	India	Registered	1355372	1/17/08
SBARRO	Israel	Registered	93779	7/19/94
SBARRO	Israel	Registered	93778	7/19/94
SBARRO	Italy	Registered	842266	11/13/90
SBARRO	Jamaica	Registered	43802	7/26/04
SBARRO and Design	Japan	Registered	3083485	10/31/95
SBARRO and Design (Katakana)	Japan	Registered	4064450	10/3/97
SBARRO & WAVY FLAG LOGO	Japan	Registered	5324437	5/21/10
SBARRO (SLANTED LETTERS)	Japan	Registered	5359167	10/8/10
WAVY FLAG	Japan	Registered	5359168	10/8/10
SBARRO	Jordan	Registered	65626	5/28/03
SBARRO	Kazakhstan	Registered	7722	10/5/98
SBARRO	Kosovo	Registered	410/N	4/23/08
SBARRO	Kuwait	Registered	24333	10/9/94
SBARRO	Kuwait	Registered	51706	12/6/04
SBARRO	Kyrgyzstan	Registered	7724	7/31/06
SBARRO	Latvia	Registered	M 56 924	10/20/06
SBARRO	Lebanon	Registered	64472	11/26/94

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
SBARRO	Lesotho	Submitted	N/A	2/7/09 (Mail date)
SBARRO	Lithuania	Registered	53441	8/25/05
SBARRO	Macedonia	Pending	TM 2008/82	1/24/08
SBARRO	Malaysia	Registered	91/00362	1/21/91
SBARRO	Malaysia	Registered	03004905	3/12/08
SBARRO	Mexico	Registered	827427	3/30/04
SBARRO and Design	Mexico	Registered	910990	11/30/05
SBARRO AND DESIGN I (COLOR)	Mexico	Pending	1158814	2/28/11
SBARRO FRESH ITALIAN COOKING & DESIGN (Color)	Mexico	Pending	1158815	2/28/11
SBARRO AND DESIGN II (Color)	Mexico	Pending	1162801	3/14/11
SBARRO	Moldova	Registered	14417	12/13/06
SBARRO	Montenegro	Pending	Z-233/08	7/3/08
SBARRO	Morocco	Registered	55399	11/28/94
SBARRO	Namibia	Pending	08/1966	11/14/08
SBARRO	Netherlands	Registered	12086	6/16/06
CAFE SBARRO	New Zealand	Registered	206994	12/18/90
SBARRO	New Zealand	Registered	206993	12/18/90
SBARRO THE	New Zealand	Registered	206995	12/18/90

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
ITALIAN EATERY				
SBARRO	Nicaragua	Registered	31005	5/7/96
SBARRO	Nigeria	Registered	70514	4/12/10
SBARRO	Nigeria	Registered	81247	2/22/10
SBARRO	Norway	Registered	255353	4/29/10
SBARRO	Oman	Registered	9320	1/26/05
SBARRO	Pakistan	Registered	139863	1/1/04
SBARRO	Pakistan	Pending	193919	4/19/04
SBARRO & Design	Panama	Registered	105242	2/3/00
SBARRO	Paraguay	Registered	198225	11/19/97
SBARRO	Peru	Registered	16457	9/21/98
SBARRO	Philippines	Registered	48800	8/3/00
SBARRO	Poland	Registered	117086	12/31/96
SBARRO	Qatar	Registered	12784	12/22/99
SBARRO	Romania	Registered	30973	3/10/97
SBARRO	Saudi Arabia	Registered	643/47	9/11/02
SBARRO	Serbia	Pending	Z-111/08	1/22/08
SBARRO	Singapore	Registered	1876/91	3/1/91
SBARRO THE ITALIAN EATERY	Singapore	Registered	T9101875A	3/1/91
SBARRO	South Africa	Registered	96/02896	1/21/99
CAFÉ SBARRO	South Korea	Registered	16446	6/16/92

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
SBARRO	South Korea	Registered	16447	6/16/92
SBARRO NEW YORK PIZZERIA	South Korea	Registered	66247	2/7/01
SBARRO THE ITALIAN EATERY	South Korea	Registered	16445	6/16/92
SBARRO	Spain	Registered	1237153	12/3/90
SBARRO	Swaziland	Pending	402/2008	11/14/2008
SBARRO	Syria	Pending	6828	7/15/08
SBARRO	Syria	Pending	6827	7/15/08
SBARRO	Syria	Pending	6829	7/15/08
SBARRO	Taiwan	Registered	26025	8/16/87
SBARRO & Design	Taiwan	Registered	55664	2/16/92
SBARRO	Tajikistan	Registered	6841	5/2/07
SBARRO	Tangiers	Registered	10138	11/28/94
SBARRO & Design	Thailand	Registered	TM135200	6/19/01
SBARRO & Design	Thailand	Registered	SM853	10/14/92
SBARRO	Tunisia	Registered	EE 94.1245	11/4/94
SBARRO	Turkey	Registered	177969	11/19/96
SBARRO	Turkey	Registered	179181	11/19/96
SBARRO MEGA MENU (STYLIZED)	Turkey	Pending	2009/04254	1/28/09

Trademark	Country	Status	App. No./ Reg. No.	App. Date/ Reg. Date
SBARRO'S CHICAGO & DESIGN	Turkey	Pending	2008/69804	12/2/08
SBARRO PIZZETTE	Turkey	Pending	2010/57272	9/6/10
HAYATIN EN LEZZETLI	Turkey	Registered	3356/0380	8/5/2011
HIZLI ITALYAN	Turkey	Registered	3356/0376	4/26/2011
MIDPIZZA	Turkey	Registered	3356/0379	8/4/2011
NEFIS ITALYAN	Turkey	Registered	3356/0377	4/26/2011
SBARRO	Turkmenistan	Registered	9123	11/23/06
SBARRO	Ukraine	Registered	17553	12/15/00
SBARRO	United Arab Emirates	Registered	8923	5/15/95
SBARRO	United King- dom	Registered	1356789	9/3/88
SBARRO	Uruguay	Registered	301797	9/17/98
SBARRO	Uzbekistan	Registered	MGU14308	6/14/06
SBARRO	Venezuela	Pending	45499	1/21/99
SBARRO & WAVY FLAG	Vietnam	Registered	166175	6/22/11