

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306576

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sbarro LLC		06/02/2014	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Sbarro Franchise Co. LLC
Street Address:	401 Broadhollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	LIMITED LIABILITY COMPANY: Delaware

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

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: 164157-1

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 06/04/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated June 2, 2014 is made by Sbarro LLC, a New York limited liability company ("Assignor"), and Sbarro Franchise Co. LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Assignment and Security Agreement dated as of the date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and the United States applications for trademark registration set forth on Schedule 1 attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for the consideration set forth in the License and Services Agreement dated June 2, 2014, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Marks, together with all goodwill connected with and symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and the right to sue and recover for past, present and future infringements thereof, any and all corresponding rights that, now or hereafter, may be secured throughout the world.


Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

* * * * *

[Signature page follows]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

SBARRO LLC, as Assignor

By: 
Name: Stuart Steinberg
Title: Authorized Officer

SBARRO FRANCHISE CO. LLC, as Assignee

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

By: 
Name: Stuart Steinberg
Title: Authorized Officer

[Signature Page to Trademark Assignment]

Schedule 1
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 MINI... 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 11/22/2013
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
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