

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307090

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: DELAWARE
RECEIVING PARTY DATA			
Name:	Sbarro LLC		
Street Address:	401 Broadhollow Road		
City:	Melville Road		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	LIMITED LIABILITY COMPANY: 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:	85963701	PIZZA CUCINOVA TRADE MARK C	
Serial Number:	85772610	SBARRO SKINNY SLICE	
TRADEMARK			

CH \$540.00 1826726

Property Type	Number	Word Mark
Serial Number:	85903147	TRADE MARK CUCINOVA ARTISAN PIZZA
Serial Number:	85968899	PIZZA CUCINOVA

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:	170674-5
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/10/2014

Total Attachments: 4

- source=6-10-14 Sbarro Franchise Co-TM#page1.tif
- source=6-10-14 Sbarro Franchise Co-TM#page2.tif
- source=6-10-14 Sbarro Franchise Co-TM#page3.tif
- source=6-10-14 Sbarro Franchise Co-TM#page4.tif

SECURITY INTEREST IN TRADEMARKS

THIS SECURITY INTEREST IN TRADEMARKS ("Security Interest In Trademarks"), dated June 2, 2014 is made by Sbarro Franchise Co. LLC, a Delaware limited liability company ("Grantor"), in favor of Sbarro LLC, a New York limited liability company ("Secured Party").

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

WHEREAS, in connection with the Agreement, Grantor has granted a security interest in the Collateral (as defined therein) to the Secured Party; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Security Interest In Trademarks.

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements contained herein, 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:

1. Definitions. As used in this Security Interest In Trademarks, the following terms shall have the meanings set forth or as referenced below. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Grant of Security Interest. To secure the due and punctual payment of the Secured Obligations, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof, Grantor hereby grants to Secured Party a security interest in, and hereby pledges to Secured Party as collateral, all of Grantor's right, title and interest in, the trademarks listed on Schedule 1 hereto.

3. Purpose. This Security Interest In Trademarks has been executed and delivered by Grantor for the purpose of registering with the United States Patent and Trademark Office the grant of a security interest in the trademarks listed on Schedule 1 hereto. The Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Interest in Trademarks and the Agreement, the Agreement shall prevail.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks listed on Schedule 1 hereto granted hereby are more fully set forth in the Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

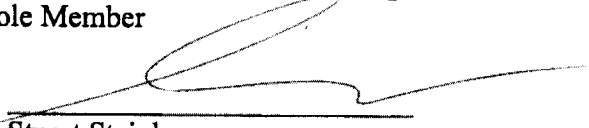
* * * * *

[Signature page follows]


IN TESTIMONY WHEREOF, the Grantor and Secured Party have caused this Security Interest In Trademarks to be signed and executed by the undersigned officers thereunto duly authorized this 2nd day of June, 2014.

SBARRO FRANCHISE CO. LLC, as Grantor

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

By: 
Name: Stuart Steinberg
Title: Authorized Officer

SBARRO LLC, as Secured Party

By: 
Name: Stuart Steinberg
Title: Authorized Officer

[Signature Page to Security Interest in Trademarks]

TRADEMARK
REEL: 005299 FRAME: 0169

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 6/25/20139
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
-----------------------------------------------	------	-----------------------------	------------------------