

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317357

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sbarro Franchise Co. LLC		09/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sbarro LLC		
<b>Street Address:</b>	401 Broadhollow Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1826726	CAFE SBARRO	
<b>Registration Number:</b>	3230261	CARMELA'S	
<b>Registration Number:</b>	2173621	LA CUCINA DI CAPRI	
<b>Registration Number:</b>	2622141	MAMA MAKES IT BETTER	
<b>Registration Number:</b>	2622140	MAMA SBARRO	
<b>Registration Number:</b>	2646881	MAMA SBARRO'S PIZZERIA	
<b>Registration Number:</b>	0985647	SBARRO	
<b>Registration Number:</b>	1991581	SBARRO	
<b>Registration Number:</b>	3549590	SBARRO FRESH ITALIAN COOKING	
<b>Registration Number:</b>	1834998	SBARRO THE BEST ITALIAN CHOICE	
<b>Registration Number:</b>	1161472	SBARRO THE ITALIAN EATERY	
<b>Registration Number:</b>	2511105	TONY & BRUNO'S	
<b>Registration Number:</b>	1763821	WHERE MAMA STILL RUNS THE KITCHEN	
<b>Registration Number:</b>	4147731	SBARRO FRESH ITALIAN COOKING	
<b>Registration Number:</b>	4532131	CUCINOVA	
<b>Registration Number:</b>	4528330	PIZZA CUCINOVA	
<b>Registration Number:</b>	4528315	PIZZA CUCINOVA TRADE MARK C	
<b>Registration Number:</b>	4486142	SBARRO SKINNY SLICE	

OP \$465.00 1826726

**CORRESPONDENCE DATA****Fax Number:** 2126843999*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:** 2126843900**Email:** mmisthal@grr.com**Correspondent Name:** Marc P. Misthal**Address Line 1:** 270 Madison Avenue**Address Line 2:** 8th Floor**Address Line 4:** New York, NEW YORK 10016

<b>ATTORNEY DOCKET NUMBER:</b>	3356/0405
<b>NAME OF SUBMITTER:</b>	Marc P. Misthal
<b>SIGNATURE:</b>	/Marc P. Misthal/
<b>DATE SIGNED:</b>	09/18/2014

**Total Attachments: 3**

source=Sbarro LLC Security Interest#page1.tif

source=Sbarro LLC Security Interest#page2.tif

source=Sbarro LLC Security Interest#page3.tif

**SECURITY INTEREST IN TRADEMARKS**

**THIS SECURITY INTEREST IN TRADEMARKS** ("Security Interest In Trademarks"), dated September 8, 2014 is made by Sbarro Franchise Co. LLC, a Delaware limited liability company with an address of 401 Broadhollow Road, Melville, NY 11747 ("Grantor"), in favor of Sbarro LLC, a New York limited liability company with an address of 401 Broadhollow Road, Melville, NY 11747 ("Secured Party").

**WHEREAS**, Grantor and Secured Party are parties to that certain Assignment and Security Agreement dated as of June 2, 2014 (the "Agreement");

**WHEREAS**, in connection with the Agreement, Grantor has granted nunc pro tunc 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 confirms that it has granted nunc pro tunc and 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.

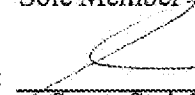
\* \* \* \* \*

*[Signature page follows]*

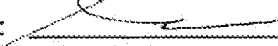
IN TESTIMONY WHEREOF, the Grantor and Secured Party have caused this Security Interest In Trademarks to be signed and executed by the undersigned officers thereunto duly authorized this 8th day of September, 2014.

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

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
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.	4147731	5/22/2012
CUCINOVA	U.S.	4532131	5/20/2014
PIZZA CUCINOVA	U.S.	4528330	5/13/2014
PIZZA CUCINOVA TRADE MARK C & DESIGN	U.S.	4528315	5/13/2014
SBARRO SKINNY SLICE	U.S.	4486142	2/18/2014