

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319277

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/02/2014		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sbarro LLC		09/08/2014	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sbarro Franchise Co. 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: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4528315	PIZZA CUCINOVA TRADE MARK C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126843999		
<i>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.</i>			
<b>Phone:</b>	2126843900		
<b>Email:</b>	mmisthal@grr.com		
<b>Correspondent Name:</b>	Marc P. Misthal		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	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>	10/07/2014		
<b>Total Attachments: 3</b>			
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TRADEMARK

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") dated September 8, 2014 is made by Sbarro LLC, a New York limited liability company with an address of 401 Broadhollow Road, Melville, NY 11747 ("Assignor"), and Sbarro Franchise Co. LLC, a Delaware limited liability company with an address of 401 Broadhollow Road, Melville, NY 11747 ("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 did, effective June 2, 2014, sell, transfer and assign nunc pro tunc to Assignee 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 confirms that it has sold, conveyed, transferred, assigned and delivered nunc pro tunc and hereby does sell, convey, transfer, assign and deliver 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.

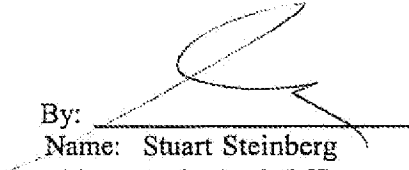
Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

\* \* \* \* \*

*[Signature page follows]*

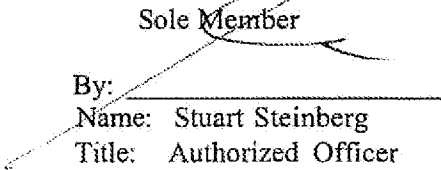
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

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

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