

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pizzeria V Holdings LLC		09/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Urban Outfitters, Inc.		
Street Address:	5000 South Broad Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19112		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86369182	PIZZERIA VETRI	
CORRESPONDENCE DATA			
Fax Number:	3125693545		
<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>			
Phone:	312-569-1000		
Email:	gwen.benoy@dbr.com		
Correspondent Name:	Mita Lakhia, Drinker Biddle & Reath LLP		
Address Line 1:	191 N. Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	515754		
NAME OF SUBMITTER:	Mita K. Lakhia		
SIGNATURE:	/Mita K. Lakhia/		
DATE SIGNED:	10/16/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is made as of September 19, 2014, by and between Pizzeria V Holdings LLC, a Delaware limited liability company (together with its successors and permitted assigns, "**Grantor**"), and Urban Outfitters, Inc. (together with its successors and assigns in such capacity, "**Grantee**") and is made pursuant to the Security Agreement dated as of the date hereof, by and between Grantee and Grantor (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "**Security Agreement**"). Defined terms used herein not otherwise defined shall have the meaning set forth in the Security Agreement.

WHEREAS, Grantor is the owner of certain trademarks, including the pending trademark application listed on Exhibit A hereto, and the goodwill associated with such trademarks (the "**Marks**"); and

WHEREAS, Grantor and Grantee entered into that certain Senior Secured Convertible Note Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "**Purchase Agreement**"), pursuant to which Grantee agreed to purchase from Grantor Senior Secured Convertible Promissory Notes (the "**Notes**") in an aggregate principal amount not to exceed \$3,000,000 on the terms and conditions described therein; and

WHEREAS, one of the conditions to the purchase of the Notes under the Purchase Agreement is that payment of the Secured Obligations shall be secured by, among other things, a security interest in favor of Grantee in the Marks and all proceeds thereof and Grantor is willing to grant to Grantee a security interest in the Marks and all proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Grantor hereby pledges and grants to Grantee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (without reference to the conflicts of law provisions thereof), as to all other matters.

[Signature Page Follows]

Executed as of the date first above written.

Grantor:

PIZZERIA V HOLDINGS LLC

By: _____

Name:

Title:

Grantee:

URBAN OUTFITTERS, INC.

By:  _____

Name:

Title:


Richard A. Hynes
Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

Executed as of the date first above written.

Grantor:

PIZZERIA V HOLDINGS LLC

By:  Name: Jeff Benjamin

Title: Vp Sec

Grantee:

URBAN OUTFITTERS, INC.

By: _____ Name: _____

Title: _____

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Marks

Mark	Country	Serial No.	Filing Date	Goods or Services	Status
PIZZERIA VETRI	United States	86/369,182	8/18/2014	Class 25: Apparel, namely, shirts, onesies, hats and caps Class 43: Restaurant services, including sit-down service of food and take-out restaurant services; bar services	