

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LICENSE		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Villa Holding, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association		
<b>Street Address:</b>	275 BROADHOLLOW ROAD		
<b>City:</b>	MELVILLE		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	CORPORATION: D.C.		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3297462	CASA JAVA	
<b>Registration Number:</b>	3251048	CASA JAVA GOURMET COFFEE	
<b>Registration Number:</b>	1116492	COZZOLI'S	
<b>Registration Number:</b>	3174944	CUPINO	
<b>Registration Number:</b>	3174945	CUPINO PREMIUM PIZZA SAUCE	
<b>Registration Number:</b>	1145334	FOR THE SLICE OF YOUR LIFE	
<b>Registration Number:</b>	1488871		
<b>Registration Number:</b>	4165423	THE MARKET BY VILLA	
<b>Registration Number:</b>	2047089	VERY VILLA, VERY GOOD	
<b>Registration Number:</b>	3146774	VILLA FRESH ITALIAN KITCHEN	
<b>Registration Number:</b>	4269655	VILLA ITALIAN KITCHEN	
<b>Registration Number:</b>	1749093	VILLA PIZZA	
<b>Registration Number:</b>	1401644	VILLA PIZZA	
<b>Registration Number:</b>	1699602	VILLA PIZZA	
<b>Registration Number:</b>	2953696	VILLA PIZZA A NEW YORK ORIGINAL SINCE 19	
<b>Registration Number:</b>	1827830	VILLA PIZZA DELICIOUS ITALIAN FOOD FROMO	
<b>Registration Number:</b>	2897496	VILLA PIZZA PASTA STROMBOLI PIZZA SALADS	
<b>Registration Number:</b>	3316626	VILLA PIZZA · PASTA STROMBOLI · SALADS	
<b>TRADEMARK</b>			

OP \$740.00 3297462

Property Type	Number	Word Mark
Registration Number:	4606897	THE OFFICE TAVERN GRILL
Registration Number:	4567085	TINTA MEXICANA
Registration Number:	4569816	SUKOTTO JAPANESE GRILL
Registration Number:	4494987	VILLA
Registration Number:	4540478	FAR EAST ASIAN FIRE
Serial Number:	85970876	SALUTE FOR SLICES
Registration Number:	3952619	MO' BURGER
Registration Number:	3269563	GEORGE & MARTHA'S AMERICAN GRILLE
Serial Number:	78456559	CUPINO PREMIUM YOGURT
Registration Number:	2050785	THE OFFICE BEER BAR & GRILL
Registration Number:	1298183	THE AMALGAMATED & CONSOLIDATED RESTAURAN

#### CORRESPONDENCE DATA

Fax Number: 9733257467

*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: 9732437902

Email: ip@msgld.com

Correspondent Name: Elizabeth Featherman

Address Line 1: 3 Becker Farm Road

Address Line 2: Suite 105

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	29502-002
NAME OF SUBMITTER:	Elizabeth Featherman
SIGNATURE:	/Elizabeth Featherman/
DATE SIGNED:	08/10/2015

#### Total Attachments: 12

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ROYALTY-FREE LICENSE

OF

SERVICE MARKS AND TRADEMARKS

THIS ROYALTY-FREE LICENSE OF SERVICE MARKS AND TRADEMARKS (this "**License**") is entered into June 30, 2015, by and between **VILLA HOLDING, LLC**, a Delaware limited liability company (together with its successors and assigns, "**Licensor**"), and **CAPITAL ONE, NATIONAL ASSOCIATION**, having an office located at 275 Broadhollow Road, Melville, New York, 11747 (together with its successors and assigns, "**Lender**").

RECITALS:

A. Certain affiliates of Licensor are Borrowers under and have entered into with Lender that certain Revolving Credit and Security Agreement dated June 30, 2015 by and among Lender, **VILLA ENTERPRISES MANAGEMENT LTD. INC.**, a corporation organized under the laws of the State of New Jersey ("**VEM**"), **ORLANDO PIZZA SYSTEM, LLC**, a limited liability company formed under the laws of the State of Delaware ("**Orlando**"), **COZZOLI, BROWARD, LLC**, a limited liability formed under the laws of the State of Delaware ("**Cozzoli**"), **VILLA INVESTMENTS, INC.**, a corporation organized under the laws of the State of New Jersey ("**VI**"), **VILLA ENTERPRISES HOLDING CORP.**, a corporation organized under the laws of the State of New Jersey ("**VEH**"), **SCOTTO GEORGE & MARTHA'S, L.L.C.**, a limited liability company formed under the laws of the State of New Jersey ("**SGM**" and collectively with VEM, Orlando, Cozzoli, VI and VEH, the "**Borrower**"), dated as of even date herewith (as amended, restated, replaced an/or modified from time to time, the "**Loan Agreement**") providing, subject to the terms and conditions set forth therein, for the delivery by Licensor to Lender of, among other things, the limited royalty-free right and license to use and assign to one or more third-parties (each, a "**Permitted Assignee**", as defined below) the limited, royalty-free right and license to use the Registered Marks (as defined below).

B. Capitalized terms not otherwise defined herein have the meaning set forth in the Loan Agreement.

C. The license hereunder and other obligations and transactions described and contemplated hereby are in partial consideration for Lender agreeing to enter into, perform or accept, as applicable, the Loan Agreement and the other Loan Documents.

D. Licensor has adopted, used, is using, licensed, and is licensing, certain marks (together with any applications, extensions, renewals, amendments, modifications or other filings made by Licensor in the conduct of its business or works related thereto, and collectively with any and all other marks owned by the Licensor at any time hereafter, the "**Registered Marks**") described on Schedule A hereto which may be registered in the United States Patent

and Trademark Office.

E. To secure the Obligations in the Loan Agreement, Licensor desires to license to Lender, and Lender desires to accept from Licensor, an unrestricted and royalty-free right and license to use and assign to one or more Permitted Assignees the royalty-free right and license to use the Registered Marks.

**NOW, THEREFORE**, in consideration of the Recitals and the mutual agreements and covenants contained herein and in the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark License. Licensor hereby grants to Lender the non-exclusive, royalty-free right and license to use and/or assign to one or more Permitted Assignees the non-exclusive, royalty-free right and license to use the Registered Marks, whether or not such Registered Marks are registered or have been registered, in the 48 contiguous states of the United States of America, in connection with the operation and promotion of quick service or full serve restaurant services, as applicable;

This License is solely for purposes of securing the Obligations and shall not operate as an assignment of any of Licensor's liabilities or obligations relating to the Registered Marks. Licensor shall have the sole obligation to maintain (to the extent registered and used in commerce) and enforce the Registered Marks consistent with its use, business objectives, and other obligations, and Licensor's rights therein at Licensor's sole cost and expense.

For the purpose of this License, the parties agree that a "Permitted Assignee" refers to a third party, whether or not related to Lender or Licensor, to operate one or more restaurants pursuant to this License.

2. Absolute License. The Registered Marks licensed hereunder is an absolute present license and is effective immediately upon the execution of this License. Notwithstanding anything to the contrary set forth in this Agreement, the Lender agrees not to exercise its rights under Paragraph 1 above unless and until a Default and/or an Event of Default has occurred and is continuing.

3. Use by Future Franchisees. Nothing in this License shall prohibit or prevent any existing or future franchisee from using the Registered Marks in accordance with the terms of any existing or future franchise agreement between such franchisee and Licensor.

4. Representations and Warranties of Licensor. Licensor represents and warrants to Lender as follows:

- (a) it is duly authorized and empowered to execute and perform this License;

(b) it is not a party to any agreements, instruments or assignments that:  
(i) are in conflict with this License, (ii) would interfere with any rights being granted to Lender under this License, or (iii) would cause any Lien to be created on the Registered Marks or any claim against the Registered Marks;

(c) this License constitutes a legal, valid and binding agreement and is enforceable against it in accordance with its terms;

(d) it is the sole owner of the Registered Marks, free and clear of all Liens;

(e) neither the execution, delivery or performance of this License nor the consummation of the transactions contemplated hereby will violate any law, regulation, or final court order affecting the Licensor or its assets or properties; and

(f) the Registered Marks are not currently subject to, or to the knowledge of Licensor threatened with, any claim, action or proceeding.

5. Registered Marks Provisions.

(a) Any stationery, business cards, advertisements, press releases, brochures, coupons, packages, labels and tags or other printed material provided by a Permitted Assignee, including cooperative advertising, and any labels applied by a Permitted Assignee and bearing the Registered Marks, shall at all times clearly identify the Permitted Assignee to the public as the source of such services and/or products and that the Permitted Assignee is using the Registered Marks under license by affixing the following legend:

“Trademark (or Service Mark) of Villa Holding, LLC”

(b) A Permitted Assignee shall immediately report, in writing to Licensor, any unauthorized use of any Registered Mark which comes to a Permitted Assignee’s attention. A Permitted Assignee shall promptly report to Licensor the particulars of any use by any third party of a trade name or mark which a Permitted Assignee might reasonably believe amounts to infringement of any of the Registered Marks or to unfair competition or palming-off at common law. A Permitted Assignee shall, if requested by Licensor, cooperate with Licensor in precluding the unauthorized use of any Registered Mark.

(c) A Permitted Assignee shall agree that the nature and quality of goods and services to be rendered by a Permitted Assignee shall be substantially similar to the quality control standards imposed upon the other authorized users of the Registered Marks.

6. Affirmative Covenants. Licensor covenants and agrees that until the Obligations are paid in full, it will:

(a) protect, maintain and renew the Registered Marks in the ordinary course consistent with its use, business objectives, and other obligations; and

(b) diligently, prosecute or defend claims, demands and causes of action, both statutory and based upon common law, and in law or equity, that Licensor has or might have by reason of any infringement, past, present or future, of any Registered Mark.

7. Negative Covenants. Licensor covenants and agrees that until the Obligations are paid in full, it will not:

(a) assign, sell, transfer, pledge, hypothecate, license or encumber the Registered Marks, other than the use and licensing of the Registered Marks by Licensor in the ordinary course of its business pursuant to Licensor's license agreements currently in place or entered into during the Term; or

(b) create, incur, assume, or suffer to exist, or permit a Lien, encumbrance, security interest, mortgage, pledge, claim, assignment, or hypothecation of any kind upon or with respect to any right, title or interest to be placed or levied against the Registered Marks, notwithstanding the use and licensing of the Registered Marks by Licensor in the ordinary course of its business pursuant to Section 7(a); and/or

(c) allow a Change of Control and/or a Change of Ownership with regard to the Licensor, Wishwell International, Inc. or any shareholder of the Licensor.

8. Term. The license granted pursuant to the grant in Paragraph 1 herein shall be effective as of the date hereof and, provided Lender has not previously exercised its rights under Paragraph 1 to use and/or assign the Registered Marks to a Permitted Assignee, shall terminate upon the payment in full of the Obligations, at which time this License shall be and become null and void and of no further force and effect ("Term"). If prior to the expiration of the Term, the Lender has exercised its rights under this Agreement, to use and/or assign the Registered Marks to a Permitted Assignee, then, notwithstanding anything to the contrary set forth in this License, all rights in the Registered Marks so assigned or transferred shall expressly survive in perpetuity. This License shall be binding upon Licensor, Lender, and a Permitted Assignee(s), and their respective legal representatives, successors and assigns.

9. Further Assurances. Licensor agrees that it shall do, execute, acknowledge and deliver, all acts, agreements, instruments, consents, notices and assurances as may be requested by Lender to further effect and evidence this License and enforcement of the same hereunder and the transactions contemplated hereby.

10. Amendment. This License may not be changed unless such change is in a writing signed by the parties. The provisions of this License may not be waived unless such waiver is in a writing signed by the party against whom enforcement of any waiver or discharge is sought.

11. Severability. If any provision of this License shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or

## EXECUTION ORIGINAL

restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this License, as the case may require, and this License shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

12. Successors and Assigns. This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Governing Law. The parties hereto agree that this License shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles.

14. Counterparts. This License may be executed in counterparts, including facsimile or electronic signature, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

15. Independent Rights. This License creates rights in favor of the Lender that are separate and independent from any rights created elsewhere in the Loan Documents and shall survive any remedies set forth in the Loan Documents until all Obligations have been indefeasibly paid in full (unless the Lender has exercised its rights to use and/or assign the Registered Marks as provided herein, in which event the rights assigned to a Permitted Assignee shall specifically survive any repayment of the Obligations).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Royalty-Free License of Service Marks and Trademarks to be executed as of the date first written above.

**LICENSOR:**

**VILLA HOLDING, LLC**

**By: Wishwell International, Inc., its Manager**

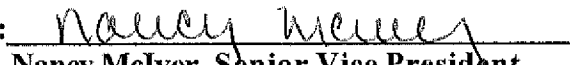
**By:**

  
\_\_\_\_\_  
**Biagio Scotto, President**

**LENDER:**

**CAPITAL ONE, NATIONAL ASSOCIATION**

**By:**

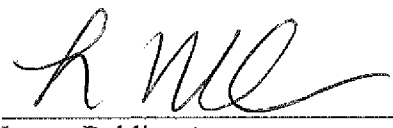
  
\_\_\_\_\_  
**Nancy Melver, Senior Vice President**



**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY            )  
  ss.:  
COUNTY OF ESSEX                )

On June 30, 2015 before me the undersigned personally appeared Biagio Scotto, as President of Wishwell International Inc., the Manager of Everything Yogurt Brands, LLC personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public *L. U. Simmons*  
*Expires 9/29/16*

**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY            )

ss.:

COUNTY OF ESSEX                    )





I CERTIFY that on June 30, 2015, Nancy McIver, personally came before me and he acknowledged under oath, to my satisfaction, that:




- (a) He signed, sealed and delivered the attached document as a Senior Vice President of Capital One, National Association, the Lender named in this document; and
- (b) This document was signed and made by the Lender as its voluntary act and deed.






Notary Public Luz M. Simmons  
Expires 9/29/16

**SCHEDULE A**  
**Current U.S.**  
**Trademarks**  
**Villa Holding, LLC**

No.	MARK	OWNER	REG. NO. / APP. NO.
1.	CASA JAVA	VH	3297462
2.	CASA JAVA GOURMET COFFEE (& Design) 	VH	3251048
3.	COZZOLI'S (stylized) 	VH	1116492
4.	CUPINO	VH	3174944
5.	CUPINO PREMIUM PIZZA SAUCE (& Design) 	VH	3174945
6.	FOR THE SLICE OF YOUR LIFE	VH	1145334
7.	Miscellaneous Design (Delivery Boy on Skateboard) 	VH	1488871
8.	THE MARKET BY VILLA	VH	4165423
9.	VERY VILLA, VERY GOOD	VH	2047089
10.	VILLA FRESH ITALIAN KITCHEN	VH	3146774
11.	VILLA ITALIAN KITCHEN	VH	4269655

No.	MARK	OWNER	REG. NO. / APP. NO.
12.	VILLA PIZZA	VH	1749093
13.	VILLA PIZZA (& Design) 	VH	1401644
14.	VILLA PIZZA (& Design) 	VH	1699602
15.	VILLA PIZZA A NEW YORK ORIGINAL SINCE 1964	VH	2953696
16.	VILLA PIZZA DELICIOUS ITALIAN FOOD FROM OUR FAMILY TO YOURS. (& Design)  <small>Delicious Italian food from our family to yours.</small>	VH	1827830
17.	VILLA PIZZA PASTA STROMBOLI PIZZA SALADS (& Design) 	VH	2897496
18.	VILLA PIZZA PASTA STROMBOLI SALADS (& Design) 	VH	3316626
19.	THE OFFICE TAVERN GRILL (& Design)	VH	4606897

No.	MARK	OWNER	REG. NO. / APP. NO.
			
20.	TINTA-MEXICANA (& Design) 	VH	4567085
21.	SUKOTTO JAPANESE GRILL (& Design) 	VH	4569816
22.	VILLA (& Design) 	VH	4494987
23.	FAR EAST ASIAN FIRE (& Design) 	VH	4540478
24.	SALUTE FOR SLICES	VH	85970876
25.	MO' BURGER	VH	3952619
26.	GEORGE & MARTHA'S AMERICAN GRILLE	VH	3269563
27.	CUPINO PREMIUM YOGURT (& Design)	VH	78456559

No.	MARK	OWNER	REG. NO. / APP. NO.
			
28.	<p>THE OFFICE BEER BAR &amp; GRILL (&amp; Design)</p> 	VH	2050785
29.	<p>THE AMALGAMATED &amp; CONSOLIDATED RESTAURANT COMPANY, LTD. THE OFFICE (&amp; Design)</p> 	VH	1298183