

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445344

<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>
Milano Restaurants International Corp.		09/29/2017	Corporation: NEVADA
Milano International Development Corp.		09/29/2017	Corporation: CALIFORNIA
Milano International Equipment Corp.		09/29/2017	Corporation: CALIFORNIA
Me-N-Ed's Pizzerias, Inc.		09/29/2017	Corporation: NEVADA
Piazza Del Pane, Inc.		09/29/2017	Corporation: CALIFORNIA
Sienacorp.		09/29/2017	Corporation: CALIFORNIA
Blast 825 Pizza, Inc.		09/29/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank		
<b>Street Address:</b>	2850 East Camelback Road		
<b>Internal Address:</b>	Suite 310		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85016		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85152070	ME-N-ED'S PIZZERIA TWO FUN GUYS. ONE SER	
<b>Serial Number:</b>	76327763	ME-N-ED'S SLICES	
<b>Serial Number:</b>	74541749		
<b>Serial Number:</b>	72461018	ME-N-ED'S	
<b>Serial Number:</b>	76329619	ANGELO & VITO'S PIZZERIA REAL BROOKLYN P	
<b>Serial Number:</b>	76329618	REAL BROOKLYN PIZZA WITH ATTITUDE	
<b>Serial Number:</b>	76329617	ANGELO & VITO'S PIZZERIA	
<b>Serial Number:</b>	85972486	PIAZZA DEL PANE	
<b>Serial Number:</b>	85877123	BLAST PIZZA	

OP \$240.00 85152070

**CORRESPONDENCE DATA****Fax Number:** 4023461148*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:** 402-346-6000**Email:** bridget.stuhr@kutakrock.com**Correspondent Name:** Bridget Stuhr**Address Line 1:** 1650 Farnam Street**Address Line 4:** Omaha, NEBRASKA 68102

<b>NAME OF SUBMITTER:</b>	Bridget M Stuhr
<b>SIGNATURE:</b>	/Bridget M Stuhr/
<b>DATE SIGNED:</b>	10/02/2017

**Total Attachments: 5**

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## SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of September 29, 2017 by MILANO RESTAURANTS INTERNATIONAL CORP., a Nevada corporation, MILANO INTERNATIONAL DEVELOPMENT CORP., a California corporation, MILANO INTERNATIONAL EQUIPMENT CORP., a California corporation, ME-N-ED'S PIZZERIAS, INC., a Nevada corporation, PIAZZA DEL PANÉ, INC., a California corporation, SIENACORP., a California corporation, and BLAST 825 PIZZA, INC., a California corporation (collectively, "*Debtor*") and COMPASS BANK, an Alabama banking corporation (the "*Lender*").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor and Lender (the "*Credit Agreement*"), Lender has agreed to make certain loans to Debtor (collectively, the "*Loans*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Lender have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Lender hereby agrees as follows:

**Section 1. *Security Interest.*** Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Lender, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

**Section 2. *Grant of License.*** Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Lender, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's security interest in the Collateral.

**Section 3. *Incorporation by Reference; Filing Purposes Only.*** All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The

security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**Section 4. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**DEBTOR:**

**MILANO RESTAURANTS INTERNATIONAL  
CORP.**, a Nevada corporation; and  
**MILANO INTERNATIONAL DEVELOPMENT  
CORP.**, a California corporation; and  
**MILANO INTERNATIONAL EQUIPMENT CORP.**,  
a California corporation; and  
**ME-N-ED'S PIZZERIAS, INC.**, a Nevada corporation;  
and  
**PIAZZA DEL PANÉ, INC.**, a California corporation;  
and  
**SIENACORP.**, a California corporation; and  
**BLAST 825 PIZZA, INC.**, a California corporation

By: 

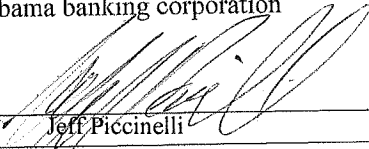
Name: John Anthony Ferdinandi

Title: President and CEO, for and on behalf of, each  
of the above entities

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**LENDER:**

**COMPASS BANK,**  
an Alabama banking corporation

By:   
Name: Jeff Piccinelli  
Title: Senior Vice President

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

Intellectual Property owned or licensed by Debtor:

**I. Federal Registered Marks**

<b>Trademark</b>	<b>Trademark Owner Name</b>	<b>Federal Reg. No.</b>	<b>Serial No.</b>
Me-N-Ed's Pizzeria Two Fun Guys. One Serious Pizza Brick Oven Baked since 1958	Me N Ed's Pizzerias, Inc.	4058688	85152070
Me-N-Ed's Slices	Me N Ed's Pizzerias, Inc. (successor to Pizza World Supreme, Inc.)	2674424	76327763
Picturemark (two men with pizza)	Me N Ed's Pizzerias, Inc. (successor to Pizza World Supreme, Inc.)	1958376	74541749
Me-N-Ed's	Me N Ed's Pizzerias, Inc.	0995305	72461018
Angelo & Vito's Pizzeria Real Brooklyn Pizza with Attitude	Milano Restaurants International Corp. (assignee of Angelo & Vito's Pizzeria, Inc., which was assignee of Pizza World Supreme, Inc.)	2988444	76329619
Real Brooklyn Pizza with Attitude	Milano Restaurants International Corp. (assignee of Angelo & Vito's Pizzeria, Inc., which was assignee of Pizza World Supreme, Inc.)	2671650	76329618
Angelo & Vito's Pizzeria	Milano Restaurants International Corp. (assignee of Angelo & Vito's Pizzeria, Inc.)	2690219	76329617
Piazza del Pané	Piazza del Pané, Inc.	4487814	85972486
Blast Pizza	Milano Restaurants International Corp.	4487408	85877123

**II. State Registered Marks**

<b>Trademark</b>	<b>Trademark Owner</b>	<b>State Reg. No.</b>
None.		