

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cucinova Holdings, LLC		08/17/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Charlotte Investments LLC		
Street Address:	17116 Rodriguez Drive		
City:	Canovanas		
State/Country:	PUERTO RICO		
Postal Code:	00729-4523		
Entity Type:	Limited Liability Company: PUERTO RICO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4532131	CUCINOVA	
Registration Number:	4528330	PIZZA CUCINOVA	
Registration Number:	4528315	PIZZA CUCINOVA TRADE MARK C	
Registration Number:	4845241	CUCINOVA URBAN · ITALIAN	
Registration Number:	4845816	C	
Registration Number:	5061102	CUCINOVA PIZZA · PASTA · SALAD	
CORRESPONDENCE DATA			
Fax Number:	4192416894		
<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:	419-321-1292		
Email:	kkress@slk-law.com		
Correspondent Name:	Kathleen A. Kress		
Address Line 1:	1000 Jackson Street		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Kathleen A Kress		
SIGNATURE:	/Kathleen A Kress/		
DATE SIGNED:	08/31/2018		

OP \$165.00 4532131

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "**Assignment**") is made and entered into as of August 17, 2018, between **CUCINOVA HOLDINGS, LLC**, a New York limited liability company ("**Seller**") and the other assignors as identified on Schedule A hereto (individually and collectively with Seller, "**Assignor**") and **CHARLOTTE INVESTMENTS LLC**, a Puerto Rico limited liability company ("**Assignee**").

WHEREAS, Assignee and Seller are parties to that certain Asset Purchase Agreement (System), dated of even date herewith (the "**Purchase Agreement**"), pursuant to which, among other things, Assignee has agreed to purchase the Intellectual and Other Intangible Property from Assignor (capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement);

WHEREAS, Assignor is the owner of the Intellectual and Other Intangible Property, including the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) listed on Schedule A hereto (collectively, the "**Purchased Trademarks**");

WHEREAS, Assignor is the registrant of record and owner of each of the Internet domain names (including any and all goodwill symbolized thereby) set forth on Schedule B attached hereto and the domain name registrations therefor (the "**Domain Names**");

WHEREAS, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to accept, all of Assignor's right, title and interest in and to the Purchased Trademarks and the Domain Names; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Purchased Trademarks and the Domain Names, including all such rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. Assumption. Assignee hereby assumes, and agrees to pay, perform, fulfill and discharge as and when due, all obligations and liabilities of Assignor pertaining to the Purchased Trademarks and the Domain Names relating to periods from and after the date hereof.

3. No Additional Warranties. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement. This Assignment is made without representation or warranty, express or implied, except as provided in and by the Purchase Agreement, and is subject to the terms of all existing licenses and the terms of all other contracts and covenants that may burden the Purchased Trademarks and Domain Names. This

Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Purchase Agreement.

4. Interpretation. If there is any conflict as to the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

5. Registrant Name Change Agreement. Within a reasonable period of time following a request by Assignee, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "**Registering Authority**") to transfer such Domain Name to Assignee on an expedited basis, (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority, (iii) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such Domain Names to Assignee on an expedited basis, and (iv) execute and otherwise complete all required documentation and filings with the United States Patent and Trademark Office and the equivalent trademark office, if applicable, in each country a trademark was issued and/or registered to effectuate the assignment of the Trademarks to Assignee, at the sole cost and expense of Assignee.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and performed entirely therein.

7. Headings. The headings of this Assignment are for reference only and shall not limit or define the meaning of any provision of this Assignment.

8. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, Assignee and Assignor has caused this Assignment to be executed and delivered as of and on the date first above written.

ASSIGNEE:

ASSIGNOR:

CHARLOTTE INVESTMENTS LLC

**CUCINOVA HOLDINGS, LLC
SBARRO FRANCHISE CO., LLC
SBARRO LLC**

By: [Signature]
Name: FRANCISCO J. GAVILAN
Its: C.E.O

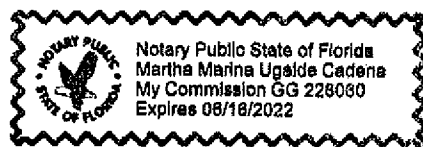
By: [Signature]
Name: MARCO S. INZETTA
Its: Chief Legal Officer and Secretary

STATE OF Florida)
) SS:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me this 24 day of August, 2018 by Francisco J. Gavilan the President of Charlotte Investments LLC, a Puerto Rico limited liability company, on behalf of the company.

[Signature]
Notary Public

My Commission Expires: 06/16/2022



[SEAL]

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 20th day of August, 2018 by marco S. INZETTA, the CEO & Secretary of each of Cucinova Holdings, LLC, a New York limited liability company, Sbarro Franchise Co., LLC, a Delaware limited liability company, and Sbarro LLC, a New York limited liability company, on behalf of each such company.

[Signature]
[SEAL] MICHELE L. CANTRELL
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-13-2019






My Commission Expires: 5/13/2019

[Intellectual Property Assignment]

Schedule A

Purchased Trademarks



Registrations

<u>ASSIGNOR</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CLASS</u>
Sbarro Franchise Co., LLC	U.S.	CUCINOVA®	4,532,131	May 20, 2014	43
Sbarro Franchise Co., LLC	U.S.	PIZZA CUCINOVA®	4,528,330	May 13, 2014	43
Sbarro Franchise Co., LLC	U.S.	PIZZA CUCINOVA 	4,528,315	May 13, 2014	43
Sbarro Franchise Co., LLC	U.S.		4,845,241	November 3, 2015	43
Sbarro Franchise Co., LLC	U.S.		4,845,816	November 3, 2015	43
Sbarro Franchise Co., LLC	U.S.		5,061,102	October 11, 2016	43
Sbarro Franchise Co., LLC	Colombia	CUCINOVA	570857	June 20, 2017	43
Sbarro Franchise Co., LLC	Colombia		570865	June 20, 2017	43
Sbarro Franchise Co., LLC	Honduras	CUCINOVA	23015	October 24, 2016	43
Sbarro Franchise Co., LLC	Japan	CUCINOVA	6032066	March 30, 2018	43





<u>ASSIGNOR</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CLASS</u>
Sbarro Franchise Co., LLC	Japan		6032067	March 30, 2018	43
Sbarro Franchise Co., LLC	Mexico		1749578	April 25, 2017	43
Sbarro Franchise Co., LLC	Mexico	CUCINOVA	1747582	April 25, 2017	43
Sbarro Franchise Co., LLC	Paraguay	CUCINOVA	441025	June 23, 2017	43
Sbarro Franchise Co., LLC	Spain		3627414	February 8, 2017	43
Sbarro Franchise Co., LLC	Spain	CUCINOVA	M3594084	May 17, 2016	43

Applications

<u>ASSIGNOR</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>
Sbarro Franchise Co., LLC	Brazil	CUCINOVA	911971211	November 28, 2016	43
Sbarro Franchise Co., LLC	Brazil		911971238	November 28, 2016	43
Sbarro Franchise Co., LLC	Paraguay		55339/2016	August 25, 2016	43



ASSIGNOR	COUNTRY	TRADEMARK	APPL. NO.	FILING DATE	CLASS
Sbarro Franchise Co., LLC	Puerto Rico	CUCINOVA	213209-43-0	February 25, 2016	43
Sbarro Franchise Co., LLC	Saudi Arabia		1437020881	June 19, 2016	43
Sbarro Franchise Co., LLC	Saudi Arabia	CUCINOVA	1437020877	June 19, 2016	43
Sbarro Franchise Co., LLC	Uruguay	CUCINOVA	482020	March 13, 2017	43
Sbarro Franchise Co., LLC	Uruguay		482021	March 13, 2017	43



Schedule B

Domain Names

ASSIGNOR	COUNTRY	DOMAIN NAME	REGISTRAR	EXP. DATE
Sbarro LLC	U.S.	<u>www.cuchinova.com</u>	GoDaddy	April 17, 2023
Sbarro LLC	U.S.	<u>www.cuchinovaartisanpizza.com</u>	GoDaddy	April 17, 2023
Sbarro LLC	U.S.	<u>www.cucinova.com</u>	GoDaddy	April 17, 2023
Sbarro LLC	U.S.	<u>www.cucinovaartisanpizza.com</u>	GoDaddy	April 17, 2023
Sbarro LLC	U.S.	<u>www.pizzacucinova.com</u>	GoDaddy	April 17, 2023
Sbarro LLC	U.S.	<u>www.cucinovacares.com</u>	Network Solutions	October 19, 2019
Sbarro Franchise Co., LLC	Japan	<u>www.cucinova.jp</u>		October 31, 2018
Sbarro Franchise Co., LLC	Japan	<u>www.pizzacucinova.jp</u>		October 31, 2018