

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM554651

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pizzeria Uno Corporation		12/13/2019	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Cortland Capital Market Services LLC
<b>Street Address:</b>	225 W. WASHINGTON STREET
<b>Internal Address:</b>	9th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	1613333	NUMERO UNO
Registration Number:	1089458	PIZZERIA UNO
Registration Number:	1329014	UNO
Registration Number:	1314885	PIZZA SKINS
Registration Number:	1331089	SEA DELICO
Registration Number:	1404309	SPINOCCOLI
Registration Number:	1639304	PRIORITY LUNCH
Registration Number:	1586246	UNO'S
Registration Number:	1615917	UNO
Registration Number:	1606604	WHAT-CHA MA-CALL-IT
Registration Number:	1673124	CHICAGO'S ORIGINAL DEEP DISH PIZZA
Registration Number:	1928784	UNO
Registration Number:	1978609	UNOWEAR
Registration Number:	1646171	CHICKEN THUMBS
Registration Number:	1694684	PLIZZETTAS
Registration Number:	1814299	UNO
Registration Number:	1757093	UNO
Registration Number:	1780720	SU CASA

CH \$1765.00 1613333

Property Type	Number	Word Mark
Registration Number:	1846019	UNO EST. 1943 THE ORIGINAL CHICAGO PIZZE
Registration Number:	1863400	SHROOM
Registration Number:	1855875	FARM STAND CHICKEN
Registration Number:	1917477	TAKERY
Registration Number:	2056415	CHICAGO BAR & GRILL
Registration Number:	2179797	PIZZERIA UNO EST. 1943 CHICAGO BAR & GRI
Registration Number:	2204530	PIZZERIA UNO CHICAGO GRILL & BREWERY
Registration Number:	2185189	CHICAGO GRILL & BREWERY
Registration Number:	2229049	GUST-N-GALE PORTER
Registration Number:	2229050	IKE'S INDIA PALE ALE
Registration Number:	2229051	TINY DINOS
Registration Number:	2229052	STATION HOUSE RED ALE
Registration Number:	2229061	32 INNING ALE
Registration Number:	2951936	IKE'S
Registration Number:	2561335	UNO AMBER ALE
Registration Number:	2946476	PIZZERIA UNO CHICAGO GRILL EST. 1943
Registration Number:	3580974	PIZZANALITY
Registration Number:	3925806	UNO CHICAGO GRILL EST. 1943
Registration Number:	3573325	UNO DUE GO
Registration Number:	3785166	UNO CHICAGO GRILL UNO MAS LOUNGE
Registration Number:	3577230	UNO CHICAGO GRILL EST. 1943
Registration Number:	3981797	UNO WOWZA SAUCE
Registration Number:	3426686	NUMERO UNO
Registration Number:	3796481	UNO TASTEFULLS
Registration Number:	3713298	PANIZZA
Registration Number:	3757594	NUMERO UNO
Registration Number:	4039247	CAFE UNO
Registration Number:	2900824	UNO CHICAGO GRILL
Registration Number:	2953679	UNO CHICAGO GRILL EST. 1943
Registration Number:	3252306	PATRIOT PIZZA
Registration Number:	3376478	UNO EXPRESS
Registration Number:	3102324	UNO INSIDER'S CLUB
Registration Number:	3240606	UNO CHICAGO GRILL EST. 1943
Registration Number:	3266120	UNO THE ORIGINAL CHICAGO PIZZERIA EST. 1
Registration Number:	3231293	UNO CHICAGO GRILL
Registration Number:	3291825	UNO DEEP DISH SUNDAE
Registration Number:	3185090	THE CHI-TOWN TASTING PLATE
Registration Number:	3178788	SNACK HOURS

Property Type	Number	Word Mark
Registration Number:	3257139	UNO CHICAGO PIZZA
Registration Number:	3263050	THE ORIGINAL UNO CHICAGO PIZZA EST. 1943
Registration Number:	3251100	BOOTLEGGER BLONDE ALE
Registration Number:	3187351	RAINBARREL ROOTBEER
Registration Number:	4036425	THAT'S WHY WE'RE HERE.
Registration Number:	4151495	UDG
Registration Number:	4289781	EXPRESS BY UNO
Registration Number:	4367817	UDG UNO DUÈ GO
Registration Number:	4660850	UNO PIZZERIA & GRILL EST. 1943
Registration Number:	4642634	UNO FRESCO
Registration Number:	1143732	PIZZERIA DUE
Serial Number:	77146093	UNO CHICAGO GRILL EST. 1943 THE ONE.
Serial Number:	86232298	HOME OF THE ORIGINAL DEEP-DISH PIZZA
Registration Number:	4660778	UNO PIZZERIA & GRILL

#### CORRESPONDENCE DATA

##### Fax Number:

*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.*

Email: nalbano@paulweiss.com, lfranco@paulweiss.com,  
aspoto@paulweiss.com

Correspondent Name: Nicole A. Albano

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18250-030
NAME OF SUBMITTER:	Nicole A. Albano
SIGNATURE:	/Nicole A. Albano/
DATE SIGNED:	12/23/2019

#### Total Attachments: 10

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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 December 13, 2019 by the entities signing this document as debtor (each individually a "Debtor", and all of them collectively, "Debtors") and **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among **UNO RESTAURANTS, LLC**, a Delaware limited liability company ("Borrower"), Administrative Agent, and the lenders party thereto from time to time (the "Lenders") (the "Credit Agreement"), Lenders have agreed to make a term loan to Borrower (collectively, the "Loan"). 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, Debtors and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in each Debtor's Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties 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, Debtors and Administrative Agent hereby agree 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 Administrative Agent for the benefit of the Secured Parties, 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 Administrative Agent for the benefit of Lenders and the other Secured Parties, 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 Administrative Agent's security interest in the Collateral.

**Section 3.     *Incorporation by Reference; Filing Purposes Only.*** All of the terms and provisions of the Security Agreement and 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 Security Agreement or the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, 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.


**DEBTORS:**

**UNO RESTAURANTS, LLC**, a Delaware limited liability company

By: **UNO RESTAURANT HOLDINGS CORPORATION**,  
its sole member

By:   
Printed Name: Erik E. Frederick  
Title: Chief Financial Officer & Senior Vice President

**UNO RESTAURANT HOLDINGS CORPORATION**, a Delaware corporation

By:   
Printed Name: Erik E. Frederick  
Title: Chief Financial Officer & Senior Vice President

**8250 INTERNATIONAL DRIVE CORPORATION**, a Florida corporation;

**B.S. OF WOODBRIDGE, INC.**, a New Jersey corporation;

**FAIRFAX UNO, INC.**, a Virginia corporation;

**KISSIMMEE UNO, INC.**, a Florida corporation;

**MARKETING SERVICES GROUP, INC.**, a Massachusetts corporation;

**NEWPORT NEWS UNO, INC.**, a Virginia corporation;

**PIZZERIA UNO CORPORATION**, a Delaware corporation;

**PIZZERIA UNO OF 86TH STREET, INC.**, a New York corporation;

**PIZZERIA UNO OF ALBANY INC.**, a New York corporation;

**PIZZERIA UNO OF BAY RIDGE, INC.**, a New York corporation;

**PIZZERIA UNO OF BAYSIDE, INC.**, a New York corporation;


**PIZZERIA UNO OF COLUMBUS AVENUE, INC.**, a New York corporation;

**PIZZERIA UNO OF FOREST HILLS, INC.**, a New York corporation;

**PIZZERIA UNO OF SOUTH STREET SEAPORT, INC.**, a New York corporation;

**PIZZERIA UNO OF SYRACUSE, INC.**, a New York corporation;

**PIZZERIA UNO OF UNION STATION, INC.**, a District of Columbia corporation

By:   
Printed Name: Erik E. Frederick  
Title: Chief Financial Officer & Senior Vice President

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

PLIZZETTAS OF CONCORD, INC., a New Hampshire corporation  
SAXET CORPORATION, a Delaware corporation  
SL PROPERTIES, INC., a Massachusetts corporation;  
SL UNO BURLINGTON, INC., a Vermont corporation; and  
SL UNO ELLICOTT CITY, INC., a Maryland corporation;  
SL UNO FRANKLIN MILLS, INC., a Pennsylvania corporation;  
SL UNO FREDERICK, INC., a Maryland corporation;  
SL UNO GURNEE MILLS, INC., an Illinois corporation;  
SL UNO HYANNIS, INC., a Massachusetts corporation;  
SL UNO PORTLAND, INC., a Maine corporation;  
SL UNO POTOMAC MILLS, INC., a Virginia corporation;  
SL UNO WATERFRONT, INC., a Pennsylvania corporation;  
SLA BROCKTON, INC., a Massachusetts corporation;  
SLA DUE, INC., an Illinois corporation;  
SLA MAIL II, INC., a Massachusetts corporation;  
SLA MAIL, INC., a Massachusetts corporation;  
SLA NORFOLK, INC., a Virginia corporation;  
SLA SU CASA, INC., an Illinois corporation;  
SLA UNO, INC., an Illinois corporation;  
UNO ENTERPRISES, INC., a Virginia corporation;  
UNO FOODS INC., a Massachusetts corporation;  
UNO OF AMERICA, INC., a Massachusetts corporation;  
UNO OF ASTORIA, INC., a New York corporation;  
UNO OF BANGOR, INC., a Maine corporation;  
UNO OF HAGERSTOWN, INC., a Maryland corporation;  
UNO OF HAVERHILL, INC., a Massachusetts corporation;  
UNO OF HENRIETTA, INC., a New York corporation;  
UNO OF INDIANA, INC., an Indiana corporation;  
UNO OF KINGSTOWNE, INC., a Virginia corporation;  
UNO OF MANASSAS, INC., a Virginia corporation;  
UNO OF NEW YORK, INC., a New York corporation;  
UNO OF PROVIDENCE, INC., a Rhode Island corporation;  
UNO OF SCHAUMBURG, INC., an Illinois corporation;  
UNO OF VICTOR, INC., a New York corporation;  
UNO RESTAURANT OF WOBURN, INC., a Massachusetts corporation;  
UR OF BOWIE MD, INC., a Maryland corporation;  
UR OF COLUMBIA MD, INC., a Maryland corporation;  
UR OF DOVER NH, INC., a New Hampshire corporation;  
UR OF INNER HARBOR MD, INC., a Maryland corporation;  
UR OF MILFORD CT, INC., a Connecticut corporation;  
UR OF WRENTHAM MA, INC., a Massachusetts corporation;  
and  
WALTHAM UNO, INC., a Massachusetts corporation

By: 

Printed Name: Erik E. Frederick

Title: Chief Financial Officer & Senior Vice President

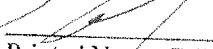
[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006824 FRAME: 0672**

UR OF ATTLEBORO MA, LLC, a Delaware limited liability company;  
UR OF CLAY NY, LLC, a Delaware limited liability company;  
UR OF FAYETTEVILLE NY, LLC, a Delaware limited liability company;  
UR OF GAINESVILLE VA, LLC, a Delaware limited liability company;  
UR OF MELBOURNE FL, LLC, a Delaware limited liability company;  
UR OF MILLBURY MA, LLC, a Delaware limited liability company;  
UR OF NASHUA NH, LLC, a Delaware limited liability company;  
UR OF NEW HARTFORD NY, LLC, a Delaware limited liability company;  
UR OF SWAMPSCOTT MA, LLC, a Delaware limited liability company;  
UR OF TAUNTON MA, LLC, a Delaware limited liability company;  
UR OF TILTON NH, LLC, a Delaware limited liability company;  
UR OF VIRGINIA BEACH VA, LLC, a Delaware limited liability company;  
UR OF WEBSTER NY, LLC, a Delaware limited liability company;  
UR OF WINTER GARDEN FL, LLC, a Delaware limited liability company; and  
URC, LLC, a Delaware limited liability company

By: UNO RESTAURANTS, LLC, its sole member

By: UNO RESTAURANT HOLDINGS CORPORATION, its sole member

By:   
Printed Name: Erik E. Frederick  
Title: Chief Financial Officer & Senior Vice President

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 006824 FRAME: 0673



**ADMINISTRATIVE AGENT:**

**CORTLAND CAPITAL MARKET SERVICES LLC**

By: J. K.  
Printed Name: Jon Kirschmeier  
Title: Associate Counsel

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006824 FRAME: 0674**

**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>
Numero Uno	Pizzeria Uno Corporation	1,613,333	73-819039
Pizzeria Uno	Pizzeria Uno Corporation	1,089,458	73-128092
Uno	Pizzeria Uno Corporation	1,329,014	73-346044
Pizza Skins	Pizzeria Uno Corporation	1,314,885	73-432035
Sea Delico	Pizzeria Uno Corporation	1,331,089	73-489725
SPINOCCOLI	Pizzeria Uno Corporation	1,404,309	73-578388
Priority Lunch	Pizzeria Uno Corporation	1,639,304	73-809164
Uno's	Pizzeria Uno Corporation	1,586,246	73-812617
UNO	Pizzeria Uno Corporation	1,615,917	73-814689
What-Cha-Ma-Call-It	Pizzeria Uno Corporation	1,606,604	74-007269
Chicago's Original Deep Dish Pizza	Pizzeria Uno Corporation	1,673,124	74-025420
Uno	Pizzeria Uno Corporation	1,928,784	74-026477
UNOWEAR	Pizzeria Uno Corporation	1,978,609	74-225217
Chicken Thumbs	Pizzeria Uno Corporation	1,646,171	74-047613
Plizettas	Pizzeria Uno Corporation	1,694,684	74-162070
Uno	Pizzeria Uno Corporation	1,814,299	74-294404

Uno	Pizzeria Uno Corporation	1,757,093	74-294454
SU CASA	Pizzeria Uno Corporation	1,780,720	74-327245
UNO EST. 1943 THE ORIGINAL CHICAGO PIZZERIA and Design	Pizzeria Uno Corporation	1,846,019	74-414074
SHROOM	Pizzeria Uno Corporation	1,863,400	74-428185
FARM STAND CHICKEN	Pizzeria Uno Corporation	1,855,875	74-456103
TAKERY	Pizzeria Uno Corporation	1,917,477	74-482304
CHICAGO BAR & GRILL	Pizzeria Uno Corporation	2,056,415	74-666695
PIZZERIA UNO EST. 1943 CHICAGO BAR & GRILL and Design	Pizzeria Uno Corporation	2,179,797	74-666696
PIZZERIA UNO CHICAGO GRILL & BREWERY	Pizzeria Uno Corporation	2,204,530	75-293561
CHICAGO GRILL & BREWERY	Pizzeria Uno Corporation	2,185,189	75-293562
GUST-N-GALE PORTER	Pizzeria Uno Corporation	2,229,049	75-489908
IKE'S INDIA PALE ALE	Pizzeria Uno Corporation	2,229,050	75-489919
TINY DINOS	Pizzeria Uno Corporation	2,229,051	75-489920
STATION HOUSE RED ALE	Pizzeria Uno Corporation	2,229,052	75-489924
32 INNING ALE	Pizzeria Uno Corporation	2,229,061	75-490737
IKE'S	Pizzeria Uno Corporation	2,951,936	75-868236
UNO AMBER ALE	Pizzeria Uno Corporation	2,561,335	76-096861
PIZZERIA UNO CHICAGO GRILL EST. 1943 and Design	Pizzeria Uno Corporation	2,946,476	76-478433
PIZZANALITY	Pizzeria Uno Corporation	3,580,974	77-014818
UNO CHICAGO GRILL EST. 1943 and Design	Pizzeria Uno Corporation	3,925,806	77-132170

UNO CHICAGO GRILL EST. 1943 THE ONE and Design	Pizzeria Uno Corporation	Status: Pending-Suspended	77-146093
UNO DUE GO	Pizzeria Uno Corporation	3,573,325	77-194230
UNO CHICAGO GRILL UNO MAS LOUNGE	Pizzeria Uno Corporation	3,785,166	77-199373
UNO CHICAGO GRILL EST. 1943 and Design	Pizzeria Uno Corporation	3,577,230	77-261363
UNO WOWZA SAUCE	Pizzeria Uno Corporation	3,981,797	77-277611
NUMERO UNO	Pizzeria Uno Corporation	3,426,686	77-294939
UNO TASTEFULLS	Pizzeria Uno Corporation	3,796,481	77-535652
PANIZZA	Pizzeria Uno Corporation	3,713,298	77-652817
NUMERO UNO	Pizzeria Uno Corporation	3,757,594	77-818098
CAFE UNO	Pizzeria Uno Corporation	4,039,247	77-982391
UNO CHICAGO GRILL	Pizzeria Uno Corporation	2,900,824	78-261237
UNO CHICAGO GRILL EST. 1943 and Design	Pizzeria Uno Corporation	2,953,679	78-323009
PATRIOT PIZZA	Pizzeria Uno Corporation	3,252,306	78-520133
UNO EXPRESS	Pizzeria Uno Corporation	3,376,478	78-633329
UNO INSIDER'S CLUB and Design	Pizzeria Uno Corporation	3,102,324	78-648627
UNO CHICAGO GRILL EST. 1943 and Design	Pizzeria Uno Corporation	3,240,606	78-656973
UNO CHICAGO GRILL	Pizzeria Uno Corporation	3,231,293	78-658295
UNO THE ORIGINAL CHICAGO PIZZERIA EST. 1943 and Design	Pizzeria Uno Corporation	3,266,120	78-688895
UNO DEEP DISH SUNDAE	Pizzeria Uno Corporation	3,291,825	78-713840
THE CHI-TOWN TASTING PLATE	Pizzeria Uno Corporation	3,185,090	78-713864
SNACK HOURS	Pizzeria Uno Corporation	3,178,788	78-732592

UNO CHICAGO PIZZA	Pizzeria Uno Corporation	3,257,139	78-776927
THE ORIGINAL UNO CHICAGO PIZZA EST. 1943 and Design	Pizzeria Uno Corporation	3,263,050	78-780082
BOOTLEGGER BLONDE ALE	Pizzeria Uno Corporation	3,251,100	78-827412
RAINBARREL ROOTBEER	Pizzeria Uno Corporation	3,187,351	78-828837
THAT'S WHY WE'RE HERE.	Pizzeria Uno Corporation	4,036,425	85-227917
UDG	Pizzeria Uno Corporation	4,151,495	85-308064
EXPRESS BY UNO (Stylized)	Pizzeria Uno Corporation	4,289,781	85-394058
UDG UNO DUE GO and Design	Pizzeria Uno Corporation	4,367,817	85-779191
UNO PIZZERIA & GRILL	Pizzeria Uno Corporation	4,660,778	86-092268
UNO PIZZERIA & GRILL EST. 1943 (Stylized)	Pizzeria Uno Corporation	4,660,850	86-116043
UNO FRESCO	Pizzeria Uno Corporation	4,642,634	86-196438
HOME OF THE ORIGINAL DEEP-DISH PIZZA	Pizzeria Uno Corporation	Published 1/6/2015	86-232298
PIZZERIA DUE	Pizzeria Uno Corporation	1,143,732	73-156167

## II. PUERTO RICO REGISTERED MARKS

Trademark	Trademark Owner Name	Reg. No.
PIZZERIA UNO and Design	Pizzeria Uno Corporation	38,213
UNO	Pizzeria Uno Corporation	40,238

## III. MASSACHUSETTS REGISTERED MARKS

Trademark	Trademark Owner Name	Reg. No.
UNO FRESCO	Pizzeria Uno Corporation	79,221